

December 30, 2019
WO # RPL/PO/Atlas/05
Ref: CWPL-AM/3723/19F

To
The Managing Director
CROSS WORLD POWER LTD
Plot 1/B, Road 90, Gulshan- 2, Dhaka 1212, Bangladesh
Phone: (880 2) 5881 1858, 989 1442 | f:(880 2) 5881 5160 | Email: info@crossworld.com

Attn: Sheikh Rezwanul Kabir (Engineer, Sales), Cell: 01755514734

Subject: Work order for supply, installation, testing and commissioning of 01 (one) unit Tempest Brand New 66 kVA Standby/60 kVA Prime Power Diesel Generator with local made Soundproof Canopy & ATS (Auto transfer switch) at Runner Atlas Project: 53/1, Sher-Bangla road, Zigatola, Dhaka.

Dear,

In accordance with above subject and subsequent quotation, the Management of the Runner Properties Limited pleased to issue the work order against supply, installation, testing and Commissioning of 01 (one) unit Tempest Brand New 66 kVA Standby/60 kVA Prime Power Diesel Generator with Local made Soundproof Canopy & ATS (Auto transfer switch) at Runner Atlas Project: 53/1, Sher-Bangla road, Zigatola, Dhaka in following rate, specification, terms and conditions.

Total Amount: BDT. 9, 87,000/=

In Word: Nine Lac Eighty Seven Thousand Taka only.

(Price are including all type of VAT 5% & excluding AIT)

Mode of Payment: Payment will be made by account payee cheque "Cross World Power Ltd" in two Installments as follows:

1st Installment: 80% i.e. Tk. 7, 89,600/- payment will be made after delivery of Generator at site.

2nd Installment: 20% i.e. Tk. 1,97,400/- payment will be made after installation and commissioning

Agreed

For, RPL

For, Supplier


Engr. Md. Didarul Islam,
Assistant General Manager-PO
Runner Properties Ltd.




CROSS WORLD POWER Ltd.

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1. Accounts-RPL
2. Project Operation, RPL

Terms & Conditions:

1. **Material:** All goods and services are to be supplied according to the description /specification given in the Work order & Deed of Agreement. For any changes in supply may be acceptable if it's prior approval from the authority with proper justification.
2. **Delivery:** Delivery should be made within (15 working day from the date of contact agreement) 09th January, 2020.
3. **Installation, Testing & Commissioning:** Installation, Testing & Commissioning should be done by supplier before (7 working day subjected to availability of all installation/materials at site) 18th January, 2020.
4. **Transit Risk:** The supplies will bear full responsibility for carrying of materials and all costs expenses such as loading, unloading and transportation from factory to the mentioned site shall be on account of the supplier, at the time of delivery of the generator any damage to the goods in transit will be supplier's responsibility.
5. **Termination:** Runner Properties Ltd. reserves the right to reject merchandise if the supplier failed to execute the contract within the stipulated time and as per specification. If supplier failed to supply within the above mentioned time then this work order will be cancelled automatically. If the supplier fails to meet above terms and conditions Runner Properties has every right to impose penalty against sole discretionary power of Runner Properties Limited management.
6. **Penalty:** If the work will not be completed within the time period as stipulated in this work order, the supplier shall be liable for a penalty @ 0.5% of total contracted value per day of delay which shall be realized from the supplier bill penalty will not exceed 10% of total value and the supplier has to refund equivalent money within next three days. Exceptions to this penalty will be made for extenuating circumstances. If there is any fault from the client's end i.e. power line, supply of material, interior work, change of design etc vendor will not be liable for penalty.
7. **Technical Manual:** 2 sets technical manual to be supplied during handing over.
8. **Training for Operators:** All necessary training required for operating and proper maintenance of the generator will be provided free of charge during of commissioning of the generator.
9. **Warranty:** 12 month from the date of commissioning or 18 month from the date of dispatch or 1500 Running Hour whichever occurs earlier, as per Manufacturer standard warranty.



FINANCIAL OFFER

1. Price:

SL #	Product Name Price(BDT)	Unit	Price (BDT)	Qty.	Total
1)	TEMPEST Brand 60 KVA (Prime) Rating Diesel 845,000.00 Generator with Perkins engine and Stamford alternator with Lube oil (10lt), Coolant (10lt), Battery Acid (10lt) BRAND : Tempest ENGINE : Perkins, UK ALTERNATOR : Stamford, UK CONTROL MODULE : Deepsea,	Set	845,000.00	1.00	
2)	Local Canopy for 60 KVA Genset 65,000.00	Pcs.	65,000.00	1.00	
3)	Local Auto Transfer Switch (ATS) for 60 KVA Genset	Pcs.	30,000.00	1.00	30,000.00

Total Price (Ready Stock) in BDT 940,000.00

VAT (5 %) in BDT 47,000.00

GRAND TOTAL (Including VAT & Excluding AIT) in BDT 987,000.00

Amount in words: BDT Nine Hundred and Eighty-Seven Thousand Only.

TECHNICAL OFFER

Generator Details:

Tempest (Manufactured by Allam Marine Limited, UK) Diesel Generating Set Model: PS60 (60KVA Prime & 66 KVA Standby) at 1500 rpm, 50 Hz, 3 phase, 4 wire, 400/230 volts at 0.8 power factor. All other details are as follows:

BRAND : Tempest	MODEL : PS60
COUNTRY OF ORIGIN : UK	PORT OF SHIPMENT : Any port, UK
CAPACITY (Prime) : 60 KVA	CAPACITY (stand by) : 66 KVA
START SYSTEM : Automatic Microcontroller based as well manual Start / Stop System	
EMERGENCY STOP : Emergency Stop available as protection device	
VIBRATION SKID : Built-in vibration skid for smooth operation	
BATTERY CHARGER : Auto Battery Charger (ABC) included	
DIMENSION (Open Set) (cm) : 164X75X142 (LxWxH)	FUEL TANK CAPACITY : 200 Liter
FUEL CONSUMPTION : 10.40 Ltr./Hr. at 75% Load	



Engine Details:

BRAND/ORIGIN : Perkins, UK	MODEL : 1103A-33TG2
SPEED : 1500 RPM	INDUCTION SYSTEM : Turbocharged
ENGINE TYPE : 4 stroke multi cylinder industrial diesel Engine suitable for tropical environment	
COOLING SYSTEM : Water cooled (Radiator cooled with engine driven fan)	
PROTECTION : Over speed, under speed, oil pressure, Over heating etc.	
FUEL TANK : Built in with base	

All other details are as per attached Engine catalogues.

Alternator Details:

Industrial brushless AC Alternator model all other details are as follows:

BRAND/ORIGIN : Stamford, UK	Model / Frequency : UCI224E / S1L2Y , 50 Hz
PHASE : 3 Phase	Output (Volts) : 400/415 volts (Line to line)
COOLING : Air cooling	Insulation Type : Class " H "
PROTECTION : Industrial brushless design screen protected, fan ventilated, drip-proof, self-exciting in accordance with IP21/IP23	
VOLTAGE REGULATOR : Atomic Voltage Regulator (AVR)	
VOLTAGE REGULATION : $\pm 1\%$ / $\pm 1.5\%$ power factor between 0.8 lagging & unity (Depends on Connected Load)	

Control Module:

Deep Sea Electronics (DSE), UK control system is incorporated with automatic set to manually & automatically start

& stop the generator indicating the operation status and fault conditions via a graphical LCD display and a flashing

LED on the front panel. All other details are as follows:

CONTROL MODULE TYPE : Auto start (AMF) digital control module

OPERATION : Operation of the module is via push buttons mounted on the front panel with

STOP, AUTO and MANUAL positions etc

DIGITAL INSTRUMENTS : Ammeter, Voltmeter, Frequency meter, run hour meter, Oil



Pressure, Water

Temperature etc.

ALARM INDICATOR : Under/Over Volts, Under/over speed, Under/Over Frequency, Low Oil Pressure, High Engine Temperature, Fail to start and Loss of speed sensing etc.

LOAD TRANSFER TIME : Adjustable, Delay on start 1 to 25 sec, Delay on transfer 1 to 70 sec

ENGINE COOLING TIME : 5 minutes maximum

PHASE FAILURE RELAY : Digital option & control for Main's upper lower cut off voltage setting and adjustable hysteresis voltage, sensing option etc

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All other details are as per attached Allam's/DSE Catalogue

Automatic Transfer Switch (ATS):

Local built ATS will be supplied in a suitable steel enclosure wall mounted, fuses, magnetic contactor coil, indicators etc.

Interlocking	: Electrical as well as mechanical
Magnetic Contactor / Motorized switch	: 3 Pole
Brand of Breaker	: ABB or Equivalent Europe origin
Paint	: Powder coated

Acoustic Canopy:

Local built Acoustic Enclosure will reduce the sound level to 75 dBA @ 3 meter in open space and is complete with:

- Air inlet and outlet options at the alternator and radiator ends respectively.
- Hinged access doors on either side with proper locking option.
- Silencer.
- Cable entry gland apertures.

Standard Items:

The following items will be supplied with the gen-set as standard:

- (i) Lead Acid Battery 12/ 24 Volts as required
- (ii) Silencer
- (iii) Rubber anti vibration mountings



- (iv) Flexible Bellows
- (v) Battery charger
- (vi) Main Line 3 pole Circuit Breaker
- (vii) Alternator mounted deep sea UK original main controlling panel
- (viii) Fuel tank for 10 hours operation

Please note that toolbox is beyond this scope of supply.

Warranty:

As per standard of manufacturer warranty, we provide 18 month from the date of Delivery or 12 month / 1500

Hours from the date of commissioning whichever comes first (Except Battery, Battery have 1 year warranty effective from the date of delivery at the client's premise). Our warranty policy is for any manufacturing defects or any premature wear & tear due to usage. The faulty part(s) is/are replaced/repared within the warranty period. However, Warranty doesn't cover improper maintenance by the user, consumable items, servicing by unauthorized person, running the genet above it's capacity or any unauthorized modification of the genet.

Installation & Commissioning:

The price quoted here includes Carrying, Loading, Unloading, Installation & Commissioning charge provided the genet is installed in Basement or at Ground Floor level within Dhaka City. However, this offer does not include the cost of commissioning materials, such as, Power/Control Cable, Diesel, Civil works, Ducting, Manual labor, Silencer pipe Extension Work & any other materials that may be necessary for installation of the generator set. Cross World Group Service Engineers will supervise all the above mentioned works. Please call Manager, Commissioning Dept. Mob. 01755 514793 for your Installation Materials list or Commissioning, or for any Emergency Service please call Manager, Service Spare Sales Dept. Mob. 01755 514820

Training:

We will provide training to your operator of the Generating set after

completion of commissioning. For CROSS WORLD POWER LTD.

Sheikh Rezwanaul Kabir
Engineer
Marketing
Mobile : 01755514734



Arunangshu Paul
Manager, Sales &

Mobile : 01755 514 747



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MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding is made between the parties in Dhaka, Bangladesh on 30th December, 2019.

Between

CROSS WORLD POWER LIMITED, a private limited company incorporated & registered by the existing company laws of Bangladesh, having its office at plot 1/B, Road-90, Gulshan-2, Dhaka-1212, herein after referred to as the "Supplier/ First Party", which expression unless repugnant to or inconsistent with the subject or context, shall include their heirs, successors-in-title, Executor, Administrator, legal representative and assigns of the First Part, hereinafter referred to as the First Party.

And

RUNNER PROPERTIES LTD, a private limited company incorporated & registered by the existing company laws of Bangladesh, represented by its Chief Operating Officer Mr. Md. Abul Kalam Azad S/O-Md. Bazlur Rahman its office at 138/1, Tejgaon I/A, Dhaka-1208, herein after referred to as the "Developer/Second Party" which expression where the context so admits shall include its successors, administrators, executors, legal representatives and assigns of the Second Part, hereinafter referred to as the Second Party.

WHEREAS the First Party has been carrying on its business of supplying, testing, installing supervising and commissioning of different types of Diesel Generators with great reputation throughout Bangladesh.

AND WHEREAS the Second Party also has been carrying on its construction business of apartments building and selling thereof with a very strong reputation and goodwill in the name and style of the Runner Properties Limited.

AND WHEREAS the First Party submitted a quotation to the Second Party to get an 'Work order' with an intent to supply, testing, installation supervision and commissioning of 01 (one) unit Tempest Brand New 66 KVA Standby/60 KVA Prime Power Diesel Generator, with local made Soundproof Canopy & Local made ATS (Auto transfer switch) vide a letter bearing Memo No. CWPL-AM/3723/19-R01F, dated 01/12/2019;

AND WHEREAS the Second Party being satisfied with the terms & conditions and standard of the proposed machineries of the quotation of the First Party, approved & provided an 'Work order' for supply, testing, installation supervision and commissioning of 01 (one) unit Tempest Brand New 66 KVA Standby/60 KVA Prime Power Diesel Generator, with local made Soundproof Canopy & Local made ATS (Auto transfer



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switch)at RUNNER Atlas Project, 53/1, Sher-Bangla road, Zigatala, Dhaka vide a letter bearing Memo No. WO # RPL/PO/Atlas/05, dated 30.12.19.

Now, both the parties mutually discuss the following terms & conditions and agrees to abide by those as embodied hereinafter hereby voluntarily is executing this Deed of Memorandum of Understanding.

NOW THIS DEED WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE AND DECLARE AS THE FOLLOWING TERMS & CONDITIONS:

1. As per the standard of the offer letter and the subsequent work order, the First Party will supply the stipulated generator as stated above at the specified location and in consideration of that the Second Party will provide total BDT. 9, 87,000 (Nine Lac Eighty Seven Thousand Taka only) of which a cheque will be issued amounting of BDT. 7, 89,600 (Seven Lac Eighty Nine Thousand Six Hundred Taka only) within two days after delivery of the stipulated generator set to the First Party. Rest 1, 97,400 (One lac Ninety Seven Thousand Four Hundred Taka only) will be paid by a cheque after installation & commissioning of that generator set. (within 1 months after delivered with commissioning of generator set)
2. If the delivery of the aforesaid generator is duly made with good condition but if the agreed amount is not disbursed as confirmed in that cheque, the First Party will be entitle to get any legal claim against the work order in any court or any other proceedings in anywhere.
3. If the delivery of the aforesaid generator is not confirmed as per the work order, in that case the First Party will be bound to return (within 1 month) per day 0.5% penalty amount maximum 10% of gross amount to the Second Party. If per day 0.5% penalty amount maximum 10% of gross amount is not duly returned to the Second Party, the Second Party will have the liberty to raise any legal proceeding against the First Party for that purposes.

“দেশপ্রেমের শপথ দিন, দুর্নীতিকে বিদায় দিন”



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IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR RESPECTIVE
SEALS AND SIGNATURES VOLUNTARILY AND WITHOUT ANY COERCION
HEREUNDER ON THIRTY DAY OF DECEMBER TWO THOUSAND NINETEEN.

For and on behalf of
CROSS WORLD POWER
LIMITED

Rashid

SIGNATURE of the First Party
Name: Engr. Md. Harunor Rashid
Designation: Chief Operation Officer
Date: 30-12-2019

For and on behalf of
RUNNER PROPERTIES LTD

Abul Kalam Azad

SIGNATURE of the Second Party
Name: Md. Abul Kalam Azad
Designation: Chief Operation Officer
Date: 30-12-2019

WITNESSES:

1. Sheikh Rezaul Kabir
Engineer, Sales

2. Md. Ezaz Ibone Amis
Engineer Sales

WITNESSES:

1. Engr. Md. Didarul Islam
Assistant General Manager
Project Operation
Runner Properties Ltd.

2. Kangkon Kumar Mondal
Manager, Project Operation
Runner Properties Ltd.

“দেশপ্রেমের শপথ দিন, দুর্নীতিকে বিদায় দিন”