

**P.O. Number: 2020/PO/MEG/426929**



Scope: Supply, Testing & Commissioning of Prime 500 KVA and Standby 550 KVA  
TEMPEST Brand Diesel Generators

iBMS Technology Bangladesh Ltd

DATE: 04/03/2020


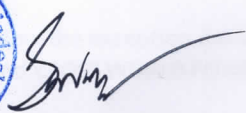
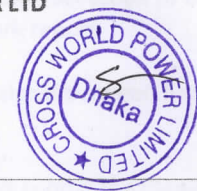
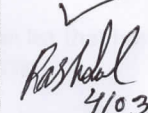
**SUPPLIER:** CROSS WORLD POWER LTD **LICENSE NO.** 03-065217 **VAT CODE:** 000421293-0203

**ADDRESS:** Plot 1/B, Road 90, Gulshan - 2, Dhaka 1212, Bangladesh

**Attention:** Md. Rashedul Islam Md. Sohel Uddin Bhuiyan  
Executive, Sales & Marketing

**Email:** [rashed@cross-world.com](mailto:rashed@cross-world.com)

**Telephone:** (8802) 5881 1858, 989 1442 **Mobile:** 01755514865


<b>IBMS Technology Bangladesh Ltd</b> <b>SIGNATURE/SEAL</b>  	<b>CROSS WORLD POWER LTD</b> <b>SIGNATURE/SEAL</b>   4/03/2020
<b>NAME/POSITION</b> SUVENOU BIKASH DEB FINANCE DEPARTMENT	<b>NAME/POSITION</b> Md. Rashedul Islam, Executive, Sales.

#### **1. PURPOSE AND SCOPE OF THE ORDER**

The purpose of this document is to place a purchase order to **CROSS WORLD POWER LTD**, hereinafter SELLER, for the scope of "Supply, Testing & Commissioning of Prime 500 KVA and Standby 550 KVA TEMPEST BRAND Power Brand Diesel Generators" as per scope of supply described below and the technical and commercial conditions indicated in this order and the referenced documents mentioned in it.

The above required Equipment's and /or Materials and / or Services shall be in full accordance with the Terms and conditions of this order and the attached or mentioned documents.

We kindly request you to forward back this order dully signed by an authorized agent of your company as acknowledgement of your acceptance within the next two (2) days of the date of emission.

  
4/03/2020

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## **2. SCOPE OF SUPPLY**

Seller shall be responsible for furnishing of the following issues:

- Seller has to follow all the terms, condition and scopes mentioned in the document: **TECHNICAL SPECIFICATION FOR Supply, Testing & Commissioning of Prime 500 KVA and Standby 550 KVA TEMPEST BRAND Power Brand Diesel Generators** for providing service.
- Any particular task/repair work to consider as completed upon signed the test report & procedure by all parties and accepted by plant owner. Total contract scope to be considered upon signing the individual and final completion work report.
- Seller shall follow the exception deviation list that has been finalized between final client, iBMS and **CROSS WORLD POWER LTD.**
- All manpower to be deployed prior approval by buyer. Seller will submit the CV and necessary documents before deploy in the project. Project Manager, expert worker, supervisor & technician need to well qualified, experienced on the similar scope.
- Product/Service delivery on Site, 718 MW COMBINED CYCLE POWER PROJECT, MEGHNAGHAT, BANGLADESH. Loading & Unloading of the DG set shall be arrange by **CROSS WORLD POWER LTD.**
- **COMMISSIONING MATERIALS:** All consumables/ materials (Lube oil, Fuel Filter, Lube Oil Filter, Battery Water, Radiator coolant) for commissioning will be supplied the SELLER (CROSS WORLD POWER LTD). Seller shall submit the invoice for consumables with "REF: **CWPL-AM/4076/19-R02F**". Other than these power cable/ control cable/ earthing point/ diesel/ civil works/ ducting/ silencer pipe extension work will be paid at actual.
- All consumables for preventive maintenance service will be arrange by **CROSS WORLD POWER LTD** according to another purchase order.
- All equipment, kits, power lead & accessories required for carrying out the tests shall be arranged by seller (**CROSS WORLD POWER LTD**) with proper valid calibration certificates. (load test certificate from principle)
- Seller will be responsible for Inspections, quality and contractual documentation according to the project specification and client's requirement to submit iBMS, SAMSUNG.
- Seller will be responsible for Documentation according to the forms Procedure for Progress Reports and General Inspection and Quality Requirements.





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- All the **FACTORY TEST CERTIFICATE**/ documents/reports/protocols have to be approved by iBMS, SAMSUNG.
  - Organogram, Time schedule, work planning has to be submitted by **CROSS WORLD POWER LTD** in advance.
  - Appointing any 3<sup>rd</sup> Party or selling the scope/partial scope by the seller is not allow.
- Seller shall perform the scope in accordance with the order, any applicable laws, any technical specifications defining the Project, and especially in accordance with any applicable by SAMSUNG.

### **3. PRICES**

The total price to be paid by the Buyer for the services and supplies which form part of the scope of supply is:

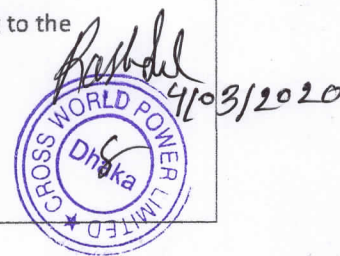
Sl. No	Description	Quantity	Unit price in Taka	Total price in Taka
1	TEMPEST Brand 500 KVA (Prime) Rating Diesel Generator with Perkins engine and Stamford alternator BRAND: Tempest ENGINE: Perkins, UK / USA ALTERNATOR: Stamford, UK CONTROL MODULE: Deepsea, UK PORT OF SHIPMENT: Felixstowe port, UK	1 Nos	4,000,000.00	4000,000.00
2	Local Canopy for 500 KVA Genset	1 Nos.	3,25,000.00	3,25,000.00
3	Local Auto Transfer Switch (ATS) for 500 KVA Genset	1 Nos.	3,00,000.00	3,00,000.00
4	Commissioning Materials (Coolant, Lube oil, Battery electrolyte) as per attached	LOT	36,000.00	36,600.00
Total: Taka				46,61,600.00

Unitary prices are firm and non-revisable, as per as the Commercial offer and value mentioned above.

iBMS may ask **CROSS WORLD POWER LTD** to carry out different job too if necessary by project and **CROSS WORLD POWER LTD** will be obliged to do so with prior approval of price by iBMS.

### **4. PAYMENT SCHEDULE**

Upon fulfillment of the pertinent milestones, payments will be made to Seller according to the following schedule:



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1. 50% advance along with PO & Advance payment Invoice and before Product delivery.
2. Rest 50% upon completion of successfully testing, commissioning and handover of the Generator. After submission of the INVOICE, PDC will be provide on the delivery date and payment will be done within 37 days from the date of delivery.

**5. DELIVERY PERIOD**

Delivery along with all tools, equipment, kit, accessories, facilities, testing expert & all other direct and indirect manpower within 10/12 working days after receiving the purchase order. Submission of all Technical Documents according to documents submission schedule & procedure 3 to 5 days prior starting any testing activities.

**6. GUARANTEE PERIOD**

All the items/equipments/materials supplied by the Seller shall submit a Guarantee Bond with a duration of 36 months/ 1000 Hrs which comes earlier after completion of testing commissioning and handover at 718 MW COMBINED CYCLE POWER PROJECT, MEGHNAGHAT, BANGLADESH. The guarantee bond will be submitted on 300/- (Three hundred taka) Non-Judicial stamp along with a forwarding letter.

**7. TAXES/DUTIES**

Tax & VAT will be imposed as per submitted offer "REF: CWPL-AM/4076/19-R02F".

**8. PROVISIONAL AND DEFINITIVE ACCEPTANCE**

The BUYER shall proceed with the Provisional Acceptance of the Supply only when VENDOR has complied with each and every one of the following conditions:

- Commissioning for all material supplied is successfully finished
- The Guarantee and Acceptance Tests defined in the BUYER's documentation have been completed successfully (including noise levels and field tests if applicable)
- The guaranteed values are complied
- The reports corresponding to the tests carried out of the scope in the manner established and approved by the iBMS/SAMSUNG.

The VENDOR may request the Provisional Acceptance Certificate from the BUYER in writing when he considers that he has complied with all the requirements indicated in the previous paragraph

Definitive Acceptance shall take place when the guarantee period expires.

**9. LANGUAGE**

The language of the PO is English and all communications, drawings and other documents will be issued in this language.





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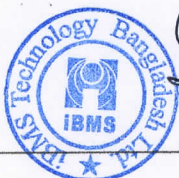
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Always in accordance with the aforementioned guidelines:

- a. Seller shall:
  - i. Use the payments received under the Subcontract for the purposes of its own commercial activity, and to carry out the Works subcontracted.
  - ii. Instruct its Seller's and providers to respect and comply with the Bank's Guidelines and Regulations.
- b. Seller shall not:
  - i. Offer, give, receive, or solicit, directly or indirectly, anything of value to influence improperly the actions of any third party;
  - ii. Carry any act, or omit doing anything, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial benefit or other benefit, or to avoid the fulfillment of an obligation;
  - iii. Act in agreement to achieve an improper purpose, including influencing improperly the actions of another third party;
  - iv. Impair or harm, or threatening to impair or harm, directly or indirectly, any third party, or the property of the third party, to influence improperly the actions of a third party;
  - v. Deliberately destroy, falsify, alter, or conceal of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or to threaten, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Bank's inspection and audit rights.
  - vi. In furtherance of the above-stated purpose and general principles, Seller will:
    - 1. Take all appropriate measures to prevent corrupt, fraudulent, collusive, coercive and obstructive practices in connection with the Contract.
    - 2. Immediately report to the Buyer any allegations of fraud and corruption in connection with the Contract that come to its attention;
    - 3. Shall cooperate fully with representatives of the Bank in any investigation into allegations of fraud and corruption in connection with the use of loan proceeds; and



- vii. if Buyer and/or the Bank determines that Seller, and/or any person or entity related to Seller has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in connection with the Contract, and if Seller has not implemented any measures satisfactory to the Bank and/or Buyer, and/or informed the Bank and/or Buyer, in order to remedy the aforementioned breach, BUYER shall take timely and appropriate action, satisfactory to the Bank, to address such practices when they occur, including, without limitation, terminating the Contract
- viii. In the event that the Bank declares Seller, and/or any person or entity related to Seller, ineligible to participate in projects receiving financing from the Bank, Buyer shall take all necessary and appropriate action to give full effect to such declaration by, among other things, (i) exercising its right to terminate early or suspend the Contract or (ii) seeking restitution.
- c. Seller shall:
  - i. Produce any required survey or progress report needed to provide any information requested to verify progress and achievement of the Project and to assess whether the Bank's programs and activities are producing the expected results.
- d. Seller shall:
  - i. Respect the customary rights of the indigenous peoples, both individual and collective, pertaining to lands or territories that they traditionally owned, or customarily used or occupied, and where access to natural resources is vital to the sustainability of their cultures and livelihoods.
  - ii. Protect such lands and resources against illegal intrusion or encroachment.
  - iii. Respect and protect the cultural and spiritual values that the indigenous peoples attribute to such lands and resources.
  - iv. Recognize any existing customary land tenure systems of indigenous peoples.
  - v. Comply with any environmental regulations.
- e. The aforementioned rules and regulations are listed as a reference, but Seller, acknowledges and agrees that Seller is fully informed and aware of the mandatory Bank regulations which are all applicable to the Contract.

**10. CONTRACTUAL DOCUMENTATION**

The following documents, which are listed in order of precedence, will be applicable:



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1. This Purchase Order
2. Vendor Technical and Commercial Quotation
3. Documents & Work Schedule
4. DOR
5. Project technical specification
6. Project QA & QC procedure
7. Project HSE procedure
8. All short of communication and agreement between buyer & seller

**11. Safety Laws:**

1. Non-Compliance of any health, safety and security rules will attract penalty on the Seller.  
Project HSC procedure strictly to be followed by Seller.

**12. Indemnity:**

1. The contractor will indemnify and shall keep us indemnified against all acts of omission or negligence, dishonesty or misconduct of his employees sent by him at project premises. iBMS will not be responsible for death, accident or injury to the contractor's employee.

