

PURCHASE ORDER

We are pleased to place an order for the following described commodities on the terms and conditions specified hereunder.

PO Date: 14th December 2020

Project: HSIA Dhaka Airport Project	Budget code:	Purchase Order No Dhaka/ADC/PO/2020/12/14
Supplier: Cross World Power Ltd Mr. Ariful Islam (info@cross-world.com) M. '+88-017-5551-4731		Las No.:
		Seller's Reference:
		Quotation No. CWPL/SS/DAT/131220 Dated 13 th December 2020

Item No.	Items	Description	Unit	Q'ty	U/Price	Amount
Purchasing of DB Panel with Installation, Testing, Commissioning						
01.	400A for Tower Crane		Nos	5	90,650	453,250.00
02.	Installation, Testing, Commissioning		JOB	5	650	3,250.00

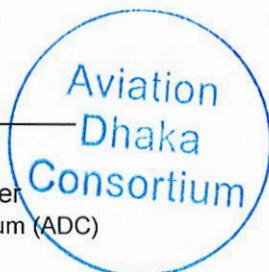
VAT & AIT Included

Requester	Mr. KyoungHwa Choi	Total BDT/-	456,500.00
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Delivery Date:	2020-12-17
Delivery Location:	CEMSU Area, Civil Aviation Authority Bangladesh CAAB, Kurmitola, Dhaka – 1229.
Contact Persons:	Mr. KyoungHwa Choi M) 01790227100 Mr. Hasnat M) 01724924875
Payment Terms:	Within 45 days after delivery
Payment Information:	a) Name of Bank: National Credit And Commerce Bank Limited b) Beneficiary: Cross World Power Ltd c) Account Number: AC # 011-0325001311 d) Routing Number: 160274189 Account Type - Special Notice Deposit(SND) Branch Name - Moghbazar Branch
Unloading:	By Cross-World Power Ltd
Road Permit:	N/A
Advance Payment Bond:	N/A
Penalty:	N/A
Retention:	N/A
Remarks:	Installation & Commission done by Cross-World Power Ltd
Inspection:	Inspection to be Conducted by Samsung or Authorized representative after delivery.
Others:	Warranty: One Year after Commissioning or One & half year from the date of delivery which come earlier.

Accepted by


Yoon Tae KIM
Deputy Project Manager
Aviation Dhaka Consortium (ADC)



Mr. Ariful Islam
Cross-World Power Ltd

☐ General Terms & Conditions

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In the Purchase Order (as hereinafter defined), except where the context otherwise requires, the following words and expressions shall have the meanings hereby assigned to them:

"Delivery Conditions, Delivery Date, Delivery Place, Payment Terms, Purchase Order Price" are as set out in the Purchase Order Cover.

"Goods" means the items set out in the Purchaser Order Cover to be supplied by the Supplier to the Purchaser under this Purchase Order.

"Intellectual Property Rights" means all rights in and relating to copyright, trademarks, inventions, patents, designs, moral rights and any other similar or analogous rights, including rights to registration of such rights, and rights to protect confidential information, business systems, know-how and trade secrets and all other rights throughout the world resulting from intellectual activity in the commercial, industrial, scientific or artistic fields and includes any moral rights.

"Project" means the project described in the Purchase Order Cover.

"Purchase" means Samsung C& T Corporation, Engineering & Construction Group.

"Purchase Order" means the contract between the Parties comprising the Purchaser Order Cover, the Terms, the Technical Specification and any other documents listed in the Purchaser Order Cover as forming a part of the Purchase Order.

"Purchase Order Cover" means the formal purchaser order cover sheet as issued to the Supplier.

"Supplier" means the party named as such in the Purchase Order Cover.

"Terms" means these terms and conditions.

2. SUPPLY OF GOODS

2.1 The Supplier agrees to supply the Goods in accordance with this Purchase Order unless otherwise agreed in writing. By accepting an order from the Purchaser or delivering the Goods the Supplier is deemed to have accepted these Terms.

2.2 The Goods must be packed in accordance with the Purchaser's instructions or, if there are no instructions, in accordance with normal commercial practice, and to ensure maximum protection against theft or damage during transit, delivery, loading and unloading as applicable.

2.3 Unless specified otherwise in the Purchaser Order Cover, the Goods must be new, of merchantable quality, fit for their purpose, free from defects, in conformance with the Purchaser's specifications and comply with all applicable laws and industry standards.

2.4 Each consignment of Goods must include all reasonable information (including material safety data sheets test results manuals, guides, instructions, procedures and drawings) necessary for the proper and safe handling, transport, storage, use, operation, maintenance, repair and disposal of the Goods.

2.5 If the Goods are recalled for any reason the Supplier must:

2.5.1 immediately advise the Purchaser of the recall;

2.5.2 comply with all laws relating to the recall;

2.5.3 promptly comply with any instruction of the Purchaser to remove the Goods from the Purchaser's premises;

2.5.4 provide to the Purchaser a complete refund for the recalled Goods; and

2.5.5 pay all costs associated with the recall.

3. DELIVERY OF GOODS

3.1 Time is of the essence in the performance by the Supplier of its obligations under the Purchase Order.

3.2 The Goods must be delivered by the Delivery Date to the Delivery Place in accordance with the Delivery Conditions.

3.3 All deliveries must be accompanied by a delivery note setting out the Purchaser Order number, a description of the Goods and the quantity of the Goods supplied.

3.4 All Goods must be clearly labelled with the address and/or place for delivery, the name of the Purchaser and the Purchase Order reference number.

3.5 Without prejudice and in addition to any other obligations of the Supplier under this Agreement, the Supplier shall at its own cost (i) provide all necessary information ("VGM Information") and (ii) to the extent that shipping is Supplier's obligations under this Agreement, take the further steps and actions to satisfy the requirements for verification of gross mass of a container ("VGM Requirements") by International Convention for the Safety of Life at Sea ("SOLAS"). The Supplier shall be solely responsible for the VGM Information and the steps and actions for the VGM Requirements and indemnify the Purchaser from and against any and all claims, losses (including consequential losses), damages, costs (including legal costs), expenses and liabilities of every kind and nature based upon, arising out of or resulting from any defect or delay in providing such Information and taking such steps and actions.

3.6 Export and Import Administration and Control Regulations

3.6.1 The Supplier shall comply with all applicable laws in relation to the administration and control of export and import and shall give all notices, pay all taxes, duties and fees, obtain all permits, licenses and approvals, and take all other actions, as required by such laws.

3.6.2 Without prejudice and in addition to the obligations of the Supplier under this Clause 3.6.1, in case of exporting goods from the Republic of Korea, the Supplier shall comply with the obligations provided in Foreign Trade Act in relation to export control and take the further steps to obtain a permission or determination from the relevant authority, including Korea Strategic Trade Institute. After obtaining such permission or determination, the Supplier shall submit the relevant documents to the Purchaser immediately.

3.6.3 The Purchaser may terminate this Agreement if the Supplier fails to comply with the obligation set out in this Clause 3.6 and the Supplier shall indemnify the Purchaser from and against any and all claims, losses (including consequential losses), damages, costs (including legal costs), expenses and liabilities of every kind and nature based upon, arising out of or resulting from such Supplier's failure to comply with the obligation set out in this Clause 3.6.

4. ACCEPTANCE TITLE AND RISK

4.1 Unless the Purchaser informs the Supplier the Goods do not comply with the Purchase Order, acceptance of the Goods occurs within 21 days of delivery.

4.2 Title to and risk in the Goods passes to the Purchaser when it accepts the Goods.

4.3 During the Defect Liability Period the Supplier will, at its own cost, promptly replace any Goods which do not comply with Purchase Order.

[Handwritten Signature]



5. VARIATION

- 5.1 The Purchaser may at any time before delivery direct a variation to the quantity, quality, Delivery Date or any other requirement for the provision of the Goods. The Supplier must immediately comply with such direction.
- 5.2 The parties will agree a reasonable equitable adjustment (decrease or increase), if any, to the Purchase Order Price

6. CONFIDENTIALITY

- 6.1 All documents, statistics, reports, data and other information provided to, created by, obtained by or made available to the Supplier in connection with or by virtue of this Purchase Order shall be treated as confidential by the Supplier, and the Supplier shall not be entitled to use or make copies of them for any purpose that is not related to this Purchase Order without the prior consent of the Purchaser.

7. WARRANTIES

- 7.1 The Supplier warrants to the Purchaser that the Goods will:
- 7.1.1 be new and unused and not of an age which would impair their operation unless otherwise specified, free from defects, of merchantable quality, of a suitable grade and fit for their intended purposes;
- 7.1.2 be of good design, material and workmanship, of good quality and fit for the intended purpose as specified or implied in this Purchase Order;
- 7.1.3 perform in accordance with the requirements set out in any Purchaser's specification;
- 7.1.4 at all times conform and comply with all applicable legal requirements and industry standards; and
- 7.1.5 not infringe any Intellectual Property Rights.

8. INDEMNITY

- 8.1 The Supplier indemnifies the Purchaser against any expense, loss or liability (including damages arising under a contract between the Purchaser and another party for the Project) incurred by the Purchaser as a result of:
- 8.1.1 any act or omission by the Supplier or any of its employees, contractors and visitors that resulted in personal injury to or the death of any person, or the loss of, loss of use of, or damage to any property; and
- 8.1.2 any claim by a third party alleging that the provision, supply or use of the Goods infringes that third party's Intellectual Property Rights.

9. PRICE AND PAYMENT

- 9.1 The Purchase Order Price shall:
- 9.1.1 be firm and fixed and subject only to adjustment in accordance with the express provisions of this Purchase Order;
- 9.1.2 be deemed to include all costs necessary and incidental to the provision of the Goods including any and all taxes, tariffs, duties, fees, costs and expenses in connection with this Purchase Order; and
- 9.1.3 exclude any value added tax, goods and services tax, government sales tax or equivalent that the Supplier is legally required to levy as an addition to the Purchase Order Price.
- 9.2 If the Purchaser accepts the Goods it will pay the Purchase Order Price in accordance with the Payment Terms following the Supplier rendering a valid invoice for the Goods.
- 9.3 The Purchaser may deduct or set-off against any amount due to the Supplier any amounts the Purchaser determines is due to it from the Supplier for Goods that do not comply with the Purchase Order.
- 9.4 The obligations of the Supplier under this Purchase Order shall not be reduced or affected by any payment. A payment does not constitute acceptance of the Goods or any parts thereof.
- 9.5 All payments to the Supplier shall be made into the following Supplier's bank account:
- (a) name of the bank: [insert the name of the bank];
- (b) beneficiary: [insert the account holder registered in an account];
- (c) account number: [insert the account number];
- (d) ABN (or SWIFT) code: [insert the ABN (or SWIFT) code];
- (e) ACH code: [insert the ACH code]; and
- (f) IBAN code: [insert the IBAN code].

If the Supplier intends to make any change to the above bank account, the Supplier shall submit a written notice to the Purchaser by personal service or by courier service, at least [20] business days prior to the submission of the Supplier's invoice the amount of which the Supplier wishes to be paid into the changed bank account. Such notice shall include a completed Purchaser's bank account registration form and a bank statement by the Supplier's bank. No change to the above information shall be effective unless amended in writing and signed by the respective duly authorized representative of each Party. Each and every invoice submitted by the Supplier shall include the full information of the bank account which shall be the same as specified in the above.

10. SUSPENSION AND TERMINATION

- 10.1 The Purchaser may cancel its order at any time before delivery and will not be liable for any cost incurred by the Supplier as a result of any such cancellation. The Purchaser will be entitled to a full refund of any deposit paid to the Supplier following cancellation.
- 10.2 The Purchaser may terminate the Purchase Order immediately if the Supplier breaches any part of the Purchase Order or if the Supplier becomes insolvent or subject to an insolvency event.

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11. LIMITATION OF LIABILITY

11.1 Except in respect of the Supplier's liability for:

11.1.1 indemnities for personal injury to or the death of any person, or the loss of, loss of use of, or damage to any property and infringement of third party's Intellectual Property Rights under clause 8.1; and

11.1.2 any case of fraudulent acts, bribery and corruption, gross negligence or wilful misconduct by the Supplier;

the Supplier's total aggregate liability for all losses, claims or damages arising out of or in connection with the Purchase Order, its performance or breach, whether such liability arises in contract, tort (including negligence) or otherwise, shall not exceed the Purchase Order Price.

11.2 Notwithstanding any other provisions in the Purchase Order or the applicable law neither party will be liable to the other party for any loss of use or loss of production, loss of profit, loss of interest or loss of revenues, loss of contracts, loss of opportunities, loss of goodwill or loss of business or for any indirect, incidental, special or consequential damages or losses, regardless of whether such liability arises in contract, tort (including negligence), strict liability, or otherwise.

12. GENERAL PROVISIONS

12.1 The Purchaser and Supplier agree that:

12.1.1 the Supplier cannot transfer its rights, responsibilities or obligations under the Purchase Order without the Purchaser's prior written consent. The Supplier must not grant a security interest in any Goods supplied or to be supplied under this Purchase Order;

12.1.2 these Terms prevail over any terms the Supplier seeks to impose on the order for the Goods or otherwise;

12.1.3 the Terms are in addition to any rights the Purchaser may have at law, in equity or under statute;

12.1.4 the Purchaser may amend or replace the Terms at any time with notice to the Supplier;

12.1.5 any notices required under this purchase order must be left at or sent by pre-paid post or facsimile to the addresses given in the Purchaser Order Cover;

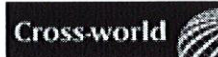
12.1.6 discharge or termination of the Purchase Order shall not prevent either party from relying on rights accrued under the Purchase Order prior to discharge or termination or any other rights that survive discharge or termination;

12.1.7 these Terms will not be construed against the Purchaser merely because it prepared it;

12.1.8 the Purchase Order shall be the whole agreement between the Supplier and the Purchaser;

12.1.9 the Purchase Order shall be subject to and governed by the laws of the insert the country (the "Governing Law"). The Supplier shall submit to the courts of the country of the Governing Law for any proceedings arising out of the Purchase Order. The Language of the Purchase Order is English.





Ref : CWPL/SS/DAT/131220
Dated: 13-12-20

To
Samsung C&T
Dhaka Airport
Dhaka

FINANCIAL OFFER

Sub : Offer for Supply & Installation of Following Panel.

SL #	Descriptions	Qty.	Unit	Unit Price in Taka	Total Price in Taka
01)	<u>400A DB For Tower Crane</u> as per attached SLD & GA Drawing.	5	Set	90,650	453,250
02)	<u>Installation ,Testing, Commissioning:</u> Loading, Unloading ,Transportation cost & cost of installation & testing of the above without any Power cable & civil works.	5	Job	650	3,250
Grand Total Price in Taka Including VAT & AIT					456,500

Terms & Conditions :

- 01) Validity : Our offer will remain valid for a period of 40 days from the date of this offer.
- 02) Delivery : Within 30 days after receipt of confirmed order.
- 03) Payment : 60% as advance along with order & remaining
30% before delivery at the site.
10% after commissioning.
- 04) Warranty : One year after commissioning or one & half year from the date of delivery
which come earlier.
- 05) **All Circuit Breakers Brand is Shihlin/Hyundai**

Thanking you.

Yours very truly,

Md. Ariful Islam
Manager, Sales
Cell :01755514731
Cross-world Power Ltd

1) 400A DB For Tower Crane

Set 1

Sheet steel clad powder coated (16SWG), dust and vermin proof, free standing, floor mounting, 415V, 50 Hz, Indoor type DB with 400A Hard Drawn Copper Busbar.

Set of components required for the manufacture of DB comprising :-

INCOMING :

400A,TP,36KA,415V,50Hz, MCCB with having adjustable overcurrent & magnetic short circuit protection. Including Shunt Trip Coil	Pcs	1
Earth leakage relay (ELR)	Pcs	1
Toroid	Pcs	1
400/5A Current Transformer 10/5VA, Class-1	Pcs	3
Digital Amps & Volt Meter	Sets	2
Phase Indication lamp	Pcs	6
1x6A, SP FUSE for the protection of control circuit	Pcs	6

OUTGOING:

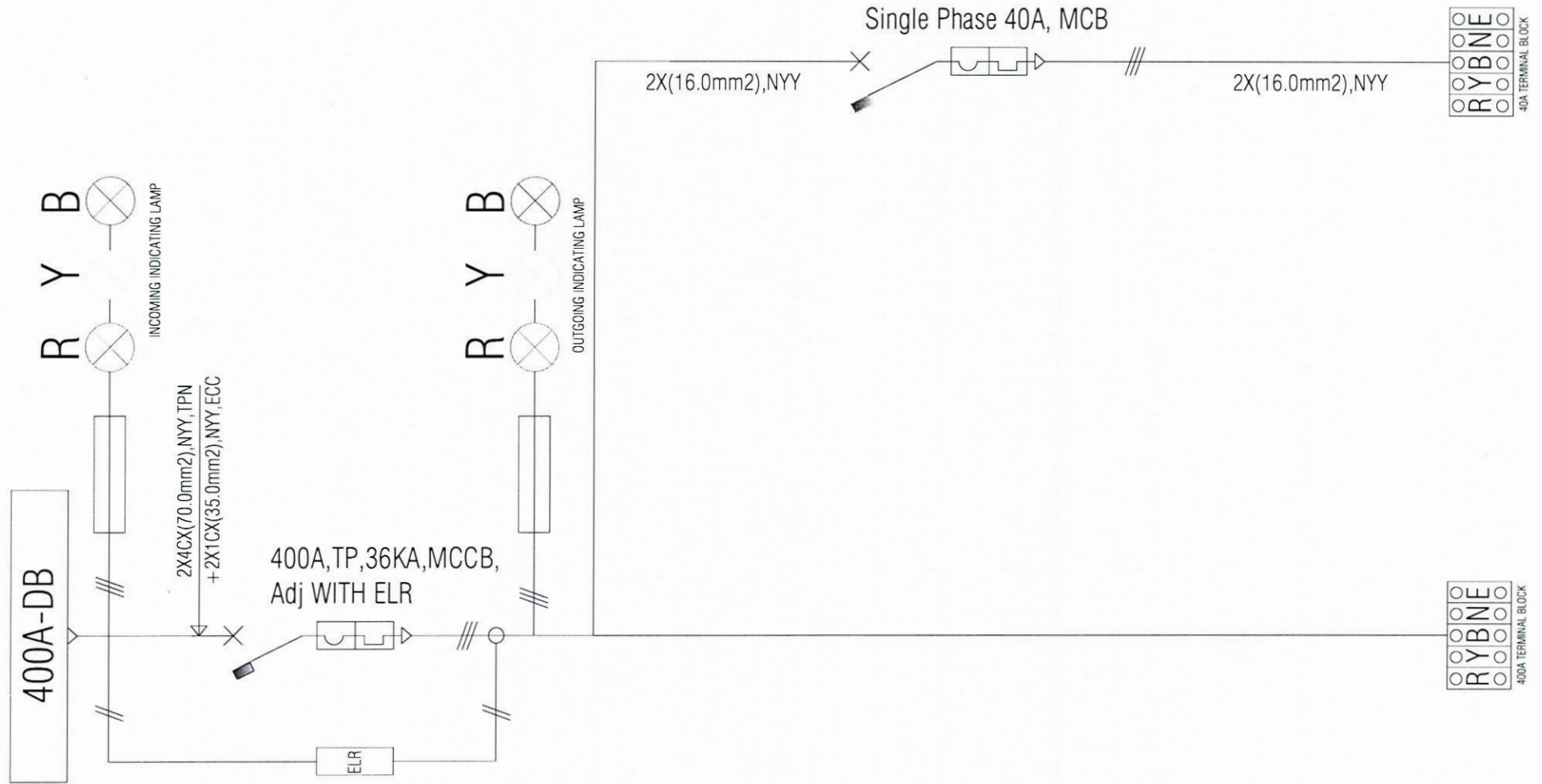
40A,DP, MCB	Pcs	1
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BUSBAR Details

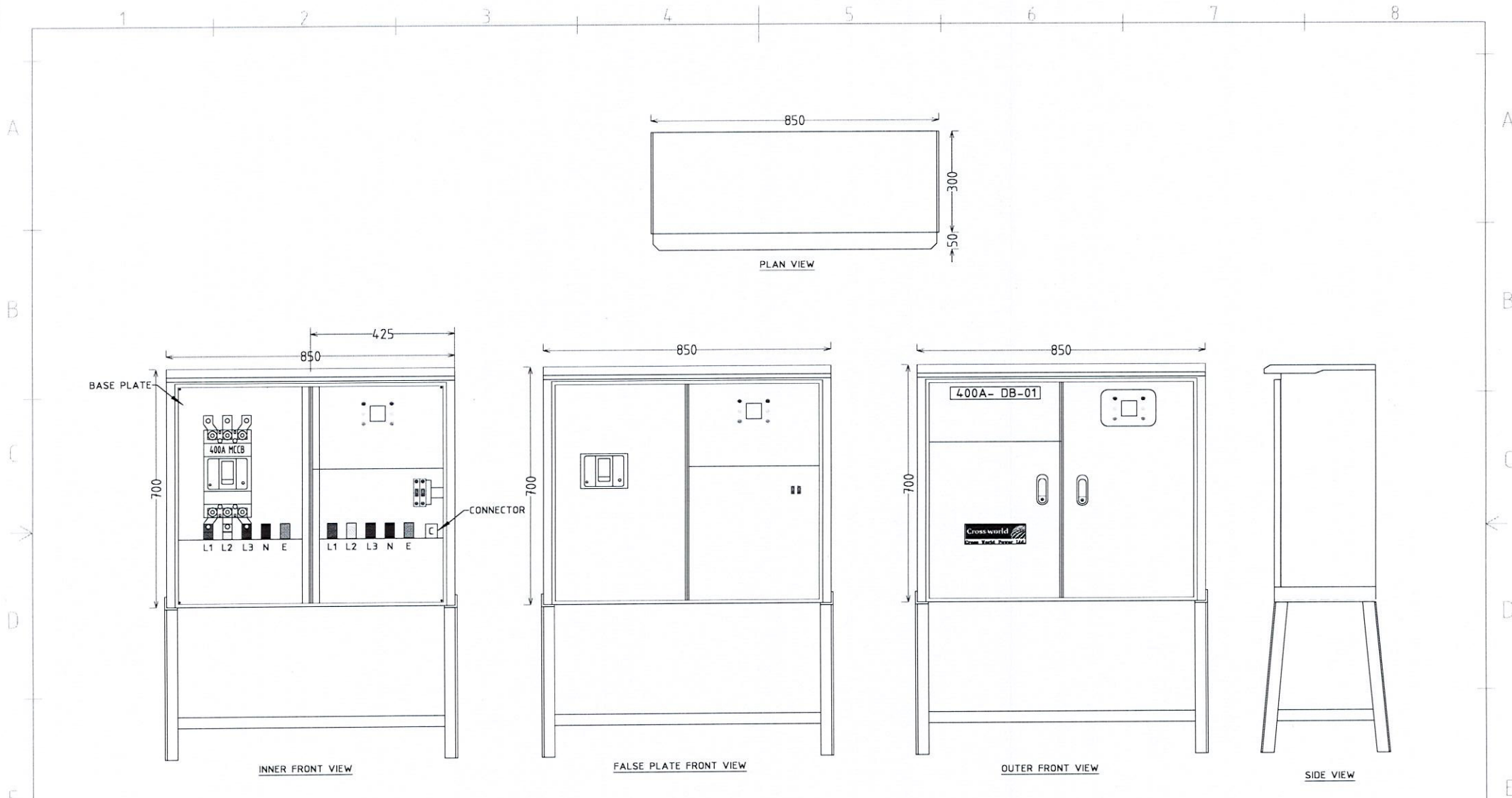
400A TPN + 1/2E Common Busbar with support


400A TP Terminal Busbar

Bus Bar for ECC



DESIGN BY MMR			CHECKED & APPROVED BY TAZ UDDIN			DIMENSION IN mm			<div>Cross-world</div> <div>Cross World Power Ltd. House #10/2 Old Road SE Guleshan-2, Dhaka 1212, Bangladesh Tel: (+8802) 9611800, 991442 Fax: (+8802) 9618200 Web Site: www.cross-world.com</div>	
TITLE: SINGLE LINE DIAGRAM OF 400A DB										
PAPER SIZE A3			SCALE NTS			CLIENT -SAMSUNG C&T				DWG NO-
ISSUE			ALTERATION DESCRIPTION			DATE:- 13.12.2020				
			EGL			EXISTING GROUND LEVEL				
			FL			FLOOR LEVEL				
			NCF			NET CONCRETE FINISH				
			RCC			REINFORCEMENT CEMENT CONCRETE				



										DESIGN BY MMR		CHECKED & APPROVED BY TAZ UDDIN		DIMENSION IN mm		<div>Cross-world</div> <div>Cross World Power Ltd. House NR(0) 06, Road 92, Guleshan-2, Dhaka 1212, Bangladesh Tel: (+880) 9611000, 9691442 Fax: (+880) 9616200 Web Site: www.cross-world.com</div>	
										TITLE: 400A DB GA DRAWING							
										PAPER SIZE A3		SCALE NTS		CLIENT -SAMSUNG C&T		DWG NO- 02/25/20-3	
ISSUE		ALTERATION DESCRIPTION								RCC		REINFORCEMENT CEMENT CONCRETE		DATE:- 13.12.2020			
										EGL		EXISTING GROUND LEVEL					
										FL		FLOOR LEVEL					
										NCF		NET CONCRETE FINISH					