

EAL-21-00005

January 09, 2021

To,
Managing Director
Cross World Power Ltd.
Plot 1/B, Road 90, Gulshan 2, Dhaka 1212

SUBJECT: WORK ORDER ("WO") FOR "Supply, Installation, Testing & Commissioning Bus-bar Trunking system as per approved milestone, BOQ, Drawing & Technical Speciation."

Dear Sir,

We are pleased to inform you that the management of Euphoria Apparels Limited has decided to award you the work order for "Supply, Installation, Testing & Commissioning of Bus-bar Trunking system as per approved milestone, BOQ, Drawing & Technical Speciation." As per your final quotation under the following terms & conditions.

1. **Description of Service:**

Euphoria Apparels Limited is desired to set up 100% Export oriented Readymade Garments industry by constructing necessary Electro – Mechanical works over its factory located at Jamgora, Ashulia, Dhaka and to complete Bus-bar Trunking works mentioned in the approved milestone, BOQ, Drawing & Technical Speciation by engaging an experienced power engineering company **Cross World Power Ltd.**

Cross World Power Ltd. will complete all Bus-bar Trunking works, as mentioned under the Scope of work and BOQ here in below of Euphoria Apparels Limited Proposed industry at the mentioned worksite.

2. **Scope of Work:**

Cross World Power Ltd Will Supply, Installation, Testing & Commissioning of Bus-bar Trunking system as per approved milestone, BOQ, Drawing & Technical Speciation:

This work order is including but not limited to Electrical work activities and will cover Electrical engineering management like Planning, Site Supervision, and Site Safety etc.

3. **Product Specification:** Annexure 1, (Approved BY Euphoria Apparels Limited Engineer in charge, Cross World Power Ltd's Representative). Product Specification may be changed by Euphoria Apparels Limited only as and when required by Euphoria Apparels Limited engineers.



Euphoria Apparels Ltd.
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www.euphoriaapparels.com

4. **BOQ:** Annexure 2, (Approved BY Euphoria Apparels Limited Engineer in charge, Cross World Power Ltd's Representative). BOQ may be changed by Euphoria Apparels Limited only as and when required by Euphoria Apparels Limited engineers.
5. **Drawing:** Annexure 3, (Approved BY Euphoria Apparels Limited Engineer in charge, Cross World Power Ltd's Representative). Drawing may be changed by Euphoria Apparels Limited only as and when required by Euphoria Apparels Limited engineers.
6. **Payment:** 100% by irrevocable & confirmed Letter of Credit or Central Bank regulation is to be opened in favor of EAE as per below-

SL No	Descriptions	Qty.	Unit	Unit price	Total price
1	1600A TPN+PE, 4W, AL, IP55, POWER BBT RISER - 1 as per attached technical specification	1	Lot	1,965	1,965
2	400A TPN+PE, 4W, AL, IP55, POWER BBT RISER - 2 as per attached technical specification	1	Lot	2,506	2,506
3	2nd Floor BBT as per attached technical specification	1	Lot	8,558	8,558
4	3rd Floor BBT as per attached technical specification	1	Lot	15,471	15,471
Total ex-works cost of delivery (USD)					28,500
FOB & Sea- Freight for Chittagong Port Delivery (USD)					2,000
Total CFR for Chittagong Port Delivery (USD)					30,500

- In spite of taking Installation charge and material value, Cross world will have the privilege from Euphoria Apparels LTD by bringing some BBT material for their own uses. Value is 2000 USD.
 - Total PI Value will be 32,500 USD
7. **Loan:** Cross World Power Ltd. will give BBT on loan to Euphoria Apparels Limited to complete these floors wherever & whenever necessary. When Euphoria Apparels Limited (EAL) BBT will arrive at site EAL will give back Loan BBT to Cross World Power Ltd. within five working days. EAL has to collect Loan BBT from Cross World Power Ltd's warehouse at EAL's own transportation cost. When EAL will return loan BBT, Cross World Power Ltd. will arrange transport at Cross World Power Ltd's own cost.



8. Working Schedule:

In consideration of providing the mentioned services, **Cross World Power Ltd.** has to complete work as per schedule of Delivery & completion of installed equipment's.

Milestone of Bus-bar Trunking Work			
SL. No.	Event	Start Date	End Date
1	Work order	09.01.2021	09.01.2021
2	Mobilization & Drawing Approval	10.01.2021	12.01.2021
3	Installation materials arrival at site	13.01.2021	13.01.2021
4	Loan BBT arrival at site	14.01.2021	14.01.2021
5	3rd Floor Support Hanger installation	14.01.2021	15.01.2021
6	3rd Floor BBT installation	16.01.2021	19.01.2021
7	3rd Floor BBT connection	19.01.2021	20.01.2021
8	LT to riser (upto 3rd floor) Support Hanger installation	20.01.2021	21.01.2021
9	LT to riser (upto 3rd floor) BBT installation	22.01.2021	23.01.2021
10	Riser BBT connection	24.01.2021	24.01.2021
11	Testing & commissioning	25.01.2021	25.01.2021
12	Initial load test operation	25.01.2021	25.01.2021
13	4th Floor Support Hanger installation	26.01.2021	27.01.2021
14	4th Floor BBT installation	28.01.2021	31.01.2021
15	4th Floor BBT connection	01.02.2012	02.02.2012
16	Riser (from 3rd floor to 5th floor) Support Hanger installation	03.02.2021	03.02.2021
17	Riser (from 3rd floor to 5th floor) BBT installation	04.02.2021	05.02.2021
18	Riser BBT connection	06.02.2021	06.02.2021

9. Terms:

Cross World Power Ltd. shall commence the work to be performed within 2 working days of signing of this WO and shall complete the work in compatible condition as per approved milestone and bar chart according to Euphoria Apparels Limited requirements.





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Product and Services shall be delivered in partial deliveries according to Euphoria Apparels Limited requirements, whereas such requirements might differ from the said Milestone schedule and shall be communicated from time to time in writing through official email by our Project Engineer of Euphoria Apparels Limited.

In the event of any defective goods and/or services delivered which do not conform to the specifications and standards mentioned herewith, Reverie Power & Automation Engineering Ltd. Shall arrange replacement at Cross World Power Ltd.'s own expenses within time designated by Euphoria Apparels Limited.

Milestone time line and requirement of materials may change as per Euphoria Apparels Limited requirements. Whereas such changes shall be notified by Euphoria Apparels Limited project engineer in written mail or letter.

If Cross World Power Ltd. fails to complete the work within the stipulated time (Milestone) then Euphoria Apparels Limited shall deduct from running bills the following amount. Total project work should be done within 21 days from the date of the Work Order.

0.25% deduction will start for each day delay from mentioned time line in Milestone.

10. **Exit Clause:**

Without prejudice to any other condition set forth in the Euphoria Apparels Limited shall reserve the right to curtail scope of works, with held payment or to take any other measures including cancellation, if Cross World Power Ltd. fails to perform the works with required quality and time as per terms of this Agreement. Each Party may have option to terminate the Agreement in the event of liquidation or insolvency of the either Party; the appointment of a receiver or similar officer for the other Party; the filing of a petition in bankruptcy by or against the other Party. After the effective date of termination, the parties' respective obligations hereunder shall cease, provided, however, that a termination shall not affect the parties' rights and obligations arising prior to the date of termination

Euphoria Apparels Limited shall have the right to terminate the Contract by giving prior notice to Cross World Power Ltd. during at any time in any period of the milestone timeline. After getting notice Cross World Power Ltd. will complete only the work in progress of the milestone event and authorized by Euphoria Apparels Limited only.



11. Insurance and General Guarantee:

Cross World Power Ltd. shall take all safety precaution of man and material inside construction site. Cross World Power Ltd. shall keep the Euphoria Apparels Limited indemnified against all losses and damages in relation any accident if occurs at the construction site in course of business. Also Cross World Power Ltd. shall fully indemnify any kind of loss and damage in relation to the construction of the relevant project.

12. Warranty:

Cross World Power Ltd. shall provide replacement warranty on following terms.

BBT, Feeder, Tap off Box, Breaker - 18 Months from the date of supply & 1 year from the date of commissioning which occurs earlier.

Service - 1 Year (After Commissioning)

- a. Warranty will be void due mal-operation of the system.
- b. Warranty will be void if any repairing/modification of the equipment's/switchgears is carried out without Cross World Power Ltd. personnel or its concern.
- c. Warranty is provided from the date of commissioning at site and on condition that the equipment are run within rated load, necessary protection and adequate grounding.

13. Inspection:

Euphoria Apparels Limited shall have the right to inspect the work performed under this Agreement at any time during the working hour. As well it shall be a condition of this Work order that all work that needs to be inspected or tested and certified by the engineer as a condition of the department of Environmental conservation permit(or other govt. agency) , or inspected and certified by the local health officer , shall be done at each necessary stage before further construction can continue.

14. Force Majeure:

If Performance of this Work order or any obligation under this Work Order is prevented, restricted, or interfered with by causes beyond either party's reasonable controllable [Force Majeure], and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended the extent necessary by such event.

The term '**Force Majeure**' shall include , but be limited to , act of GOD, fire ,explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence , orders or act of military or civil authority , or by national emergencies, insurrections, riots, or war, or strikes. Lock-outs, work stoppages or supplier failures.

The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed



or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

15. Arbitration:

Euphoria Apparels Limited and Cross World Power Ltd. both shall make every effort to resolve amicably by direct informal negotiation any disputes arising between themselves under or in connection with this Agreement. If the parties are unsuccessful to resolve the dispute within a period of 15 days, any dispute, controversy or claim arising out of or relating to this, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Act 2001. The place of arbitration shall be Dhaka, Bangladesh. The language to be used in the arbitral proceedings shall be English.

16. Amendment and Modification:

That the parties concerned can make any amendment and modification of the existing rules upon mutual understanding and acceptance.

17. Notice:

Any notice or communication is required or permitted under this WO shall be sufficiently given if delivered in person or by certified mail, return receipt requested.

18. Miscellaneous:

Confidentiality: Euphoria Apparels Limited and Cross World Power Ltd. both shall treat this Agreement and all non-public information, whether commercial, technical, financial or of whatever nature, obtained from each other under this as confidential, and shall not use or disclose the same, or permit its use or disclosure, by any persons or entities, other than its employees and professional advisors who need to know such information to assist in performing their duties under this Agreement, without the prior written consent of the other Party. Each Party shall use its best efforts and take all appropriate steps to ensure compliance with this Clause on the part of their present and future directors, officers and employees, during and after their term of employment. Neither of the parties shall make any public announcement regarding this Agreement or the transactions contemplated hereby without the prior written consent of the other Party. The obligation of confidentiality hereunder shall continue throughout the term of this Agreement and survive its termination. Neither Party shall disclose any such confidential information, whether commercial, technical, financial or of whatever nature obtained under this Agreement, without the prior written consent of the other Party.

Benefit of /Assignment: This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors, heirs and permitted assigns. No Party may assign this Agreement or the rights hereunder without the prior written consent of the other Party.



No Waiver: The rights of the Parties under this Agreement are cumulative and may be exercised as often as the Parties consider appropriate and are in addition to their respective rights under applicable law. The rights of the parties shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing, and, in particular, any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or variation thereof.

Severability: If any provision (or provisions) of this Agreement is deemed illegal, invalid or unenforceable, such illegality, invalidity, or unenforceability shall not affect the legality, validity and enforceability of any other part of this Agreement.

Entire Agreement: The Parties agree that this Agreement expresses all of the agreements, understandings, promises, and covenants between the Parties, and that they supersede and take precedence over all prior and contemporaneous negotiations, understandings and s regarding the subject matter hereof and thereof.

Counterparts: This Agreement shall be executed in as many counterparts as needed, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

If you agree with this work order kindly sign the duplicate as your acceptance.

Thanking You



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Managing Director
Euphoria Apparels Limited

