

Original Copy

January 21, 2021

**The Managing Director**

Cross World Power Ltd.

Plot 1/B, Road 90, Gulshan - 2, Dhaka 1212.


Attn : Mr. Md. Moshir Rahman  
Asst. General Manager  
Mobile# +8801755-514703

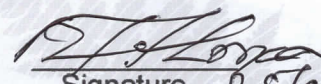
**Sub : Work Order for Supply, Installation and Commissioning of 01 (one) Set Generator for Our Project.**

Dear Sir,

This has reference to your Technical & Financial Quotation (Ref: CWPL-AM/6506/20-R01F) dated January 19, 2021 and subsequent discussion with our Management Team. We are pleased to issue a Work Order for Supply, Installation and Commissioning of 01 (One) Generator at our **Moonstone Park (MSTP)** Project located at Plot – 20/A9New), Road – 11(New), Dhanmondi, Dhaka. As per the table mentioned below:

SL	Project Name & Address	Specifications	Total Price
1	<b>Moonstone Park (MSTP)</b> Plot – 20/A9New), Road – 11(New), Dhanmondi, Dhaka	Generator Capacity: 80 KVA (Prime) Generator Brand: Tempest, Generator Model: PL80, Origin: UK, Engine : Perkins, Origin: UK, Engine Model:1104A-44TG2, Number of Cylinders: 4, Cycle: 4 Stroke, Cooling System: Water Cooled, Alternator: Leroy Somer, Model: TAL044B, Controller: Deep Sea, with <del>Local</del> ATS and Local Canopy.	TK 11,75,000/=
Total Amount			TK 11,75,000/=

  
Signature

  
Signature 28/01/21

**Asset Developments & Holdings Ltd**

Corporate HQ Building, 91 Gulshan Avenue, Dhaka 1212, Bangladesh

Tel: (+8802) 55068001-10, Fax: (+8802) 55067998, 55067999

e-mail: asset\_corporate@asset.com.bd

Total Price of 01 (one) Generator is TK 11,75,000/= (Taka Eleven Lac ~~Seventy Five Thousand~~ only) Including VAT & AIT. You will provide VAT challan for these materials with bill.

Delivery and work schedule:

SL	Description	Work Completion Date On/Before
01	Generator Delivery	February 10, 2021
02	Installation	February 10, 2021
03	Energizing, Testing & Commissioning	February 10, 2021

Work to be done by Asset Developments & Holdings Ltd:

SL	Description	Work Status
01	Required Earthing at Project	Completed

Payment Schedule (As agreed by both the Parties):

SL	Description
01	a. 30% of the total value of the Generator will be paid before delivery. b. 50% of the total value of Generator will be paid after 30 days from the date of successful delivery at Site. c. Balance 20% will be paid after successful installation, testing and commissioning of the Generator in presence of our authorized Engineer.

You are requested to supply, install and commission the above 1 (one) Generator set as per mentioned delivery date in a safe and secured condition in our Project. Detail specifications and terms & conditions will be mentioned in a separate Deed of Agreement which will be signed at the earliest.

Look forward to your timely delivery and prompt support.

Thank you and best regards.

For Asset Developments & Holdings Ltd.

*Cross World Power Ltd*  
For ~~Energypac Power Generation Ltd.~~

*Ghulam Rasool*  
**Ghulam Rasool**  
MD & CEO

*Md. Moshir Rahman*  
**Md. Moshir Rahman**  
Asst. General Manager 25/01/21

CROSS WORLD POWER LIMITED  
BOQ OF 1X80kVA GENERATOR



CLIENT: ASSET DEVELOPMENT  
(MOONSTONE PARK)

ADDRESS- DHANMONDI, DHAKA

DATE: 19/01/2020

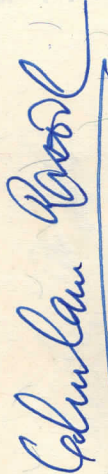
SL NO	JOB DESCRIPTION	TECHNICAL DETAILS/ BRAND	SCOPE OF SUPPLY	UOM	QTY	UNIT RATE	TOTAL RATE	REMARKS
<b>1</b>	<b>Electrical System:</b>							
1.2	Power Cable Lugs	35 rm , <b>Material</b> -Copper , <b>Surface</b> -Electro Tinned		Pcs	18	0	-	
1.3	Control cable For Sensing	4 X 1.2 rm Flexible Cable		Meter	12	0	-	
1.4	PVC Flexible pipe for Control Cable Laying	1" dia		Meter	6	0	-	
1.5	Saddle for flexible pipe	1" dia local		Pcs	6	0	-	
1.6	Royal Plug & Screw	1"		Pack	1	0	-	
1.7	PVC Tape	Adhesive Tape 04 color (Red/Yellow/Black/Blue)		Pcs	8	0	-	
1.8	Royal Bolt	10 no.		Pcs	6	0	-	
1.9	Cable Tie	L - 10"		Pack	2	0	-	
<b>3</b>	<b>Exhaust System:</b>					0	-	
3.1	Exhaust Silencer straight Pipe	MS Pipe bore 6" ,thickness 3-4mm		Meter	2	0	-	EXISTING 6" DIA SILENCER PIPE WILL BE USED.
3.2	Exhaust Flange	Welding neck flange 6"dia		Pcs	1	0	-	
3.3	Reducer	3" to 6"		Pcs	1	0	-	
3.4	Exhaust Heat Insulation	Insulation Of Pipe with Rockwool (25.4mm min thickness) along with 26SWG Aluminium sheet clading.		Job	1	0	-	EXISTING SILENCER BOX WILL BE USED
3.5	Exhaust Fitting	All bracket , support must be made with MS angle 50X50X 4, 5 & 6 MM		Job	1	0	-	
<b>04</b>	<b>Cooling System:</b>					0	-	
4.1	Radiator Ducting	As per layoutLXW=2'X2.5' rft= with 22 SWG MS sheet,Angle bar, flat bar support,Canvas cloth etc		Sq-ft	N/A	0	-	HOT AIR EXIT - TOP EXIT
<b>5</b>	<b>Commissioning Material:</b>					0	-	
5.1	Radiator coolant	Havoline Premix Coolant		Liter	15	0	-	
5.2	Lube oil	SAE 15 W 40		Liter	10	0	-	
5.3	Battery electrolyte	Specific gravity 1250		Liter	10	0	-	
<b>6</b>	<b>DG On site delivery:</b>							
6.1	Loading /Unloading/Lifting	Generator dry weight-2600 Kg	CWPL	Job	1		-	
<b>7</b>	<b>Civil work</b>							
TOTAL TK(EXCLUDING VAT & AIT)							21,947	

Note: Related Civil work and Diesel Fuel will be arranged by Client as per instruction of CWPL Engineer.



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For  
Asset Developments & Holdings Ltd

  
Ghulam Rasool  
MD & CEO

  
Mohammed Qumruzzaman  
Director Corporate Finance

For  
Cross World Power Limited:

  
Md. Moshir Rahman  
AGM, Sales

#### **"DEED OF AGREEMENT"**

THIS DEED OF AGREEMENT is made on this 27<sup>th</sup> day of January Two Thousand Twenty One of the Christian era.

#### **BETWEEN**

ASSET DEVELOPMENTS & HOLDINGS LTD, a private limited Company incorporated in Bangladesh having its registered office at 91, Gulshan Avenue, Gulshan, Dhaka hereinafter referred to as the "BUYER" or "PURCHASER" represented by its MD & CEO, **Ghulam Rasool** and **Director Corporate Finance, Mohammed Qumruzzaman** which expression shall include its representative, and assigns of THE FIRST PART.

#### **AND**

Cross World Power Limited, Plot 1/B Rd 90, Dhaka 1212, hereinafter referred to as the "SUPPLIER" or "VENDOR" represented by its **AGM, Sales, Md. Moshir Rahman** which expressions shall include his successors-in-interest and assigns of THE SECOND PART.

#### **AND**

WHEREAS, the Supplier is carrying on a business as Tempest Brand Diesel Generator and he has agreed to supply, install, test and commissioning of 01(one) Generator (excluding Earthing, Power Cable, Civil Works and Fuel) in the Apartment Project as mentioned in the table below in accordance with quoted specifications and terms of this contract:

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For  
Asset Developments & Holdings Ltd

*Ghulam Rasool*

Ghulam Rasool  
MD & CEO

*Mohammed Qumruzzaman*

Mohammed Qumruzzaman  
Director Corporate Finance

For  
Cross World Power Limited:

*Md. Moshir Rahman*

Md. Moshir Rahman  
AGM, Sales

SL	Project		Specification	Delivery at site	Commissioning on or before
	Name	Address			
1	Moonstone Park (MSTP)	Plot -671(OLD), 20/A(New), Road - 32(OLD) 11 (NEW), Dhanmondi R/A, Dhaka.	Generator Capacity: 80 KVA (Prime), Generator Brand: TEMPEST, Origin: UK, Engine : Perkins, Origin: UK, Engine Model:1104A-44TG2, Number of Cylinders: 4, Cycle: 4 Stroke, Cooling System: Water Cooled, Alternator: Leroy Somer, Czech, Model: TAL 044 B, Controller: Deep sea and Local Canopy.	10.02.2021	10.02.2021

**AND**

WHEREAS, with reference to your Technical & Financial Quotation (Ref: CWPL-AM/6506/20-R01F) dated January 19, 2021. The following documents shall be deemed, read and construed as part of this Agreement viz:


1. Specifications
2. Drawings
3. Accepted time schedule of works

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For  
Asset Developments & Holdings Ltd.

  
Ghulam Rasool  
MD & CEO

Mohammed Qumruzzaman  
Director Corporate Finance

For  
Cross World Power Limited:

  
Md. Moshir Rahman  
AGM, Sales

## NOW THE PARTIES HERE TO MUTUALLY AGREE AS FOLLOWS:

1. That both the "SUPPLIER" and the "PURCHASER" have agreed to fulfill their own part of the contract mentioned hereunder as follows:
  - a) **Brief Specifications of Generator:** Total **01** (one) unit 80 KVA (Prime) TEMPEST Diesel Generator to be delivered by the Supplier along with local Canopy and other facilities as detailed in the technical specifications and Quotation (Ref: CWPL-AM/6506/20-R01F) dated January 19, 2021 by the Supplier.
  - b) **Work:** Supply, carrying and delivery at site including installation, testing, commissioning of 01 (one) Tempest Brand new Diesel Generator along with loading, unloading up to Project site. All miscellaneous works are to be completed in all respect as per specifications of the Supplier.
  - c) **Time Schedule:** The Generator must be satisfactorily installed, commissioned and delivered at Site as per the Table above, by the Supplier within 15 (fifteen) days of delivery of the Generator in the building specified by the Purchaser, except that if the Purchaser desires at his sole direction, a time gap of up to 10 (ten) days may be allowed from delivery at site to start of installation works. The agreed price in Taka is fixed for the Generator.

## Price Schedule (as agreed by the Supplier)

01(one) 80 KVA (Prime) Tempest Brand Diesel Generator for "Moonstone Park" (MSTP) Project.

Description	Rate per Generator (TK)	Qty	Amount
Generator Capacity: 80 KVA (Prime) Generator Brand: TEMPEST, Origin: UK, Engine : Perkins, Origin: UK, Engine Model:1104A-44TG2, Number of Cylinders: 4, Cycle: 4 Stroke, Cooling System: Water Cooled, Alternator: Leroy Somer ,Czech, Model: TAL 044 B, Controller: Deep sea and Local Canopy.	TK 11,75,000/=	01	TK 11,75,000/=
Total		01	TK 11,75,000/=

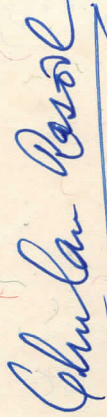
“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

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For  
Asset Developments & Holdings Ltd

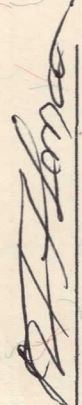


Ghulam Rasool  
MD & CEO



Mohammed Qumruzzaman  
Director Corporate Finance

For  
Cross World Power Limited:



Md. Moshir Rahman  
AGM, Sales

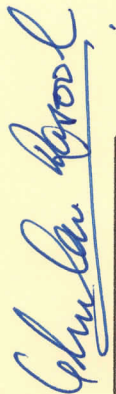
Total price for 01 (One) unit of Tempest Brand Diesel Generator is TK 11,75,000/= (Taka: Eleven lac seventy five thousand only) including VAT & AIT.

e) Payment Schedule (As agreed by both parties)

- I. 30% of the total value of the Generator will be paid before delivery.
  - II. 50% of the total value of the Generator will be paid after 30 days from the date of successful delivery at site.
  - III. 20% will be paid after the successful installation, testing and commissioning of the Generator in presence of our authorized Engineer.
2. That this Agreement will be effective on the parties from the date of signing this Agreement.
  3. That all the supplied materials of the Generator must be "New" and as per the Supplier's submitted Technical Specifications, a stamped copy of which is attached herewith as reconfirmation by the Supplier.
  4. That the offered price in Taka Value shall remain fixed & unchanged. That the Supplier's price has included all Govt. VAT, (Including AIT), Duties and other expenses as applicable. In case the policy and rules are changed after wards, any specific increase or reduction of the Price will be on the Supplier's account.
  5. That the mandatory provision is that TEMPEST Generator will have to be delivered within the time. No other commodity will be allowed in place of TEMPEST Generator and no amendment would be allowed after signing the Agreement.
  6. That the packing of the Generator and required agreed materials must be new and intact and also the materials of transportation standard to be mentioned as per Purchaser's instructions.
  7. Those two sets of Circuit Drawing, Operation Manual, Maintenance Manual and a list of Spares of each Generator (all in English) shall be supplied in original by the Supplier.

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

For  
Asset Developments & Holdings Ltd



Ghulam Rasool  
MD & CEO



Mohammed Qumruzzaman  
Director Corporate Finance

For  
Cross World Power Limited:



Md. Moshir Rahman  
AGM, Sales

8. That the Purchaser shall have the Generator room prepared as per the prior instruction of the Supplier's Engineer and shall provide damp proof storeroom and electricity in machine room at Site within an agreed time schedule. The Purchaser shall complete all other masonry and civil works as per requirement/ detail design/ layout submitted by the Supplier on the basis of overall architectural and structural drawings already prepared by the Purchaser and seen by the Supplier.
9. That adequate and foolproof safety and security measures shall be maintained at site at the full responsibility of the Supplier from the delivery of the Generator at Site till satisfactory completion of installation and during any maintenance or rectification works so that no damage is caused to the Generator and no injury or loss of life is caused by such works to any individual or individuals either employed by the Supplier or to any other person, visitor, Apartment Owner, Purchaser's agent, representative or employee or Purchaser's Consultants or Contractors and their employees and for any such damage or injury or loss of life, the Supplier shall remain fully liable and bear all responsibilities costs & legal consequences thereof and also keep the Purchaser fully indemnified from the same.
10. That the supply, installation, testing and commissioning of the Generator in all respect, inclusive of testing & commissioning shall be completed by the Supplier within the time schedule because time is the essence of the agreement.
11. That the Supplier will pay the Purchaser, a sum of TK 1000/= (Taka One Thousand) only as penalty for each day's delay in completion of the delivery of the Generator i.e. for each day from the date of committed date.
12. The Supplier shall train persons appointed by Purchaser on Generator operation.
13. That if due to force measure, such as war, invasion, acts of public enmity, revolution, civil commotion, riots and/or acts of God, and the performance of the contract cannot be carried out, the time for the performance of such obligation shall be extended by mutual consent for the period for which these circumstances remain in force.
14. That the Supplier provides the following Guarantees:
  - a. The Supplier undertakes to guarantee the equipment against manufacturing defects & any defects arising out of installation for a period of 18 months from the date of delivery.
  - b. The Supplier shall provide guarantee for the availability of all spare parts of the Generator for at least a period of 10 (Ten) years from the date of commissioning of the Generator.
  - c. The Supplier ensures free servicing and maintenance of the Generator for a period of 12 months after completion of installation and successful commission.

15. The "Vendor" or "Supplier" shall be fully responsible for complying with all the acts, Agreements and regulations etc. as regard to its supply and quantity. Conditions as to time for performance settled by the parties hereunder shall always be regarded as the essence of the Agreement. Supplier shall be bound to deliver the Generator within the time herein mentioned. If the Supplier fails at any time to carry out his obligations or defaults in the performance of the Agreement or commits a breach of any of the conditions of the Agreement herein contained and on its parts to be observed and performed, the Purchaser shall terminate this Agreement giving at least, a notice in writing. In case of termination of this Agreement, the Seller shall not be discharged of any liability arising out of the product already delivered to the "Purchaser". Also the "Supplier" will have no claim whatsoever on the Purchaser or on the property/product for which Agreement and other formalities have been made.

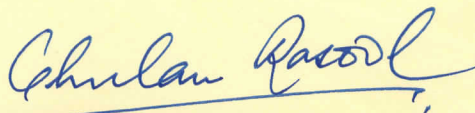
16. That all disputes arising out of this Agreement, if not settled amicably, shall be referred to arbitration of two arbitrators, one of which is to be appointed by each party, and the arbitrators shall adjudicate the dispute at Dhaka in accordance with the Arbitration Laws and Acts prevailing in Bangladesh.

**IN WITNESS** whereof, the parties hereto execute this Deed of Agreement on the date first above written.

SIGNED

For

**Asset Developments & Holdings Ltd**



**Ghulam Rasool**  
MD & CEO



**Mohammed Qumruzzaman**  
Director Corporate Finance

SIGNED

For

**Cross World Power Limited:**



**Md. Moshiur Rahman**  
AGM, Sales

**Witnesses:**



1. **Md. Junayed Hossain**  
Deputy Manager / Technical  
Lift & Generator Venture  
Asset Developments & Holdings Ltd.

2. **Md. Nasir Uddin Buyan**  
Engineer, Sales  
Cross World Power Limited