

Date: 17.07.2021

To
Managing Director
Cross world power Ltd
plot 1/B, Road 90 Gulshan -2 ,Dhaka-1212 .

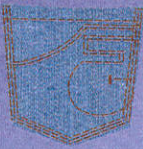
Kind Attn: Arunangshu Paul (Manager Sales & Marketing)

Subject: Work order for **500 KVA 3 phase Heavy Duty Diesel Generator Open Set of FGS Denim Wear Ltd.**

In reference CWL-AM/1614/21T to your offer dated 11 .07.2021, our management has decided and pleased to place the following work order for your necessary action:

S/L	Item Name	Unit	Qty	Total Price (GBP)
1	Tempest Brand 500 KVA (Prime) Rating 3 Phase Heavy duty Diesel Generator Set. Brand : Tempest Model : PL500 Engine : Perkins, USA Speed : 1500 RPM Induction System: Turbocharged Engine Type: 4 Stroke Multi Cylinder Engine model: 2506A_E15TAG2 Cooling System: Water Cooled Alternator : Leroy Somer, Czech Republic Model/ Frequency: TAL0473/50HZ Control Module: Deep-Sea, UK Capacity (Stand by): 550 KVA Country of Origin: UK Fuel Tank capacity: 1106 Liter Fuel Consumption: 76 Liter /hr at 75% load The following will be supplied with Genset: (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	Set	01	34,000

CONT -02



PAGE - 02

Terms & Condition for Delivery & Installation, testing & Commissioning of Diesel Generating Set:

01. Payment Method: 100 % payment will be made through irrevocable L/C to be opened in favour of Allam Marine limited, UK
02. Installation & commissioning Charge: free of Cost without materials.
03. Port of Shipment: Felixstowe port, UK
04. Warranty: 1-year warranty from Date of commissioning.

Note: We will open of 500KVA DG Set (Model: PL 500) Due to urgent requirement cross world power will deliver of 500KVA DG Set (Model: PL 500) from their stock as an exchange of newly open LC after getting the transmitted LC and after arriving that PL 500 at Chittagong port, we will discharge the set and directly deliver that set at cross world power limited ware house from Ctg port by our own in good condition without any delay.

FGS Denim Wear Ltd.



Md Monirul Islam
Executive director



খউ ৪১৭০২১৪

AGREEMENT FOR EXCHANGE OF GEN SETS

THIS AGREEMENT is made 18.07.2021 Between **Cross World Power Limited** having their office at Plot # 1/B, Road #90, Gulshan-2, Dhaka-1212 hereinafter referred to as 'the 1st Party', and FGS **Denim Wear Ltd** Which Factory Office Address is Katghora Bazar, Zirabo, Ashulia, Savar, Dhaka, Bangladesh. Hereinafter referred to as 'the 2nd Party' of the Other Part;

NOW IT IS AGREED here to as follows:

1. The 2nd Party agrees to buy 1 unit 500KVA prime, Model: PL500 Tempest diesel generator set from" the 1st party".
2. The price of the said generator has been fixed at GBP 34,000.00 for 1 unit PL500 Tempest diesel generator set. The 2nd Party will open the LC in favour of Allam Marine Limited through the 1st Party for PL500 Diesel Generator set.
3. Due to the early delivery requirement, the 2nd party needs One unit of 500KVA generator from ready stock, so the 2nd party requested 1st party to supply them one unit 500 KVA generator (Brand new Perkins Engine with Leroy-somer alternator) from ready stock. The 1st party agreed to deliver 500KVA Tempest generator from existing stock of their warehouse Pingail, Bhabanipur, Gazipur Sadar, Gazipur, Bangladesh to the 2nd party premises.
4. 2nd party will pay all the payments to Allam marine GBP 34,000 as per LC. After arrival of the said shipment, 2nd party will release the generator container from Chittagong port and arrange transportations directly with sole responsibility and handover that gen set to the warehouse of 1st party warehouse Pingail, Bhabanipur, Gazipur Sadar, Gazipur, Bangladesh providing all related documents.
5. The 1st party will collect the Delivery Challan of generator from the 2nd party as and when the generator is delivered to the 2nd party. As 1st party will sell that new imported refund (exchanged) unit to other customers, so 2nd party cannot raise any obligation/ownership of that imported gen set in future after receiving the gen set supplied from ready stock, 2nd party totally transfer his ownership to 1st party and will help instantly if any customer raises any query even if the 1st party sell to anywhere else.
6. The 1st party will collect the signed commissioning certificate on the date of completion of commissioning works 2nd party will accept the commissioning certificate and hand-over to 1st party duly.

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”



খণ্ড ৪১৭০২১৫

7. The 2nd Party shall keep ready of the site where the generator is to be installed by providing necessary foundation, electric supply, water supply and other requirements for installing the generators in due time.
8. The installation and commissioning will be completed by the 1st party within due working days from the date of the said generators delivery to the 2nd party's premises. The 2nd party will supply all necessary Installation & Commissioning materials and will make all arrangements for Installation including supply of electricity, labour and other things on time.
9. The 1st Party warrants that the said locally supplied generator and equipment are free from any mechanical defect in workmanship and quality of the material used therefore under normal use and service. The 1st party further warranties that if the said machine and equipment goes out of order or requires repairs due to any such mechanical defect or in workmanship in the course of one year from the date the generator (Supplied from local warehouse) reach to the 2nd party's site or 1500 hours of running, whichever comes earlier, the 1st Party will carry out the repairs at his own responsibilities unless the defect is found to be due to improper use or due to inefficiency or negligence of the staff of the 2nd Party working on the said machine in which case the costs of repairs will be on account of the 2nd Party.
10. During the said warranty period the 1st Party shall have the right to visit and inspect the said generators and equipment through his technical experts and Engineers so as to keep the same in working condition and the 2nd Party shall provide all facilities required in that connection. The 2nd Party shall carry out the instructions and directions given by the 1st Party or his technical experts from time to time. The 2nd Party shall also provide sufficient safety and security in its sites and all cooperation to the technical experts and Engineers of the 1st party.
11. The warranty period mentioned-above will cease to exist if during the said period the 2nd Party either sells the said generators and equipment to anybody else or shifts the machine and equipment to any other place or the generators serviced by engineers other than 1st Party nominated experts or otherwise.



খণ্ড ৪১৭০২১৬

Page no.3/3

12. The 1st party guarantees 2nd party that the locally supplied PL500 genset is brand new (Perkins Engine with Leroy-Somer Alternator), Country of Origin-UK, Manufacturing, Assembled, shipment from UK.

IN WITNESS WHEREOF the parties have put their respective signatures hereunder the day and year first hereinabove written.

First Party

Mr. Harunor Rashid
Chief Operating Officer (COO)
For, Cross World Power Limited

Witness: 1

Mr. Arunangshu Paul
Manager, Sales
For, Cross World Power Limited

Witness: 2

Md. Mahtuzul Islam Rizve
Engineer, Sales
For, Cross World Power Limited

Second Party

Mr. Md. Abdul Khalek
Deputy Managing Director
For, FGS Denim Wear Ltd

Witness: 1

Mr. Monirul Islam
Executive Director
For, FGS Denim Wear Ltd

Witness: 2

Mr. Md. Kabir Hossain
General Manager(F&A)
For, FGS Denim Wear Ltd

দেশপ্রেমের নগ্ন নিন, দুর্নীতিকে বিদায় দিন

Results 1 - 1 of 1

```

{1:F01PRBLBDDHA016.SN...ISN.}{2:I700NWBKGB2LXXXXN}{3:{108:xxxxx}}{4:
:27/Sequence of Total : 1/1
:40A/Form of Documentary Credit : IRREVOCABLE
:20/Documentary Credit Number : 155521020933
:31C/Date of Issue : 210718
:40E/Applicable Rules : UCP LATEST VERSION
:31D/Date and Place of Expiry : 211011UNITED KINGDOM
:50/Applicant : FGS DENIM WEAR LTD
KATHGORA BAZAR,ZIRABO ASHULIA,SAVAR
DHAKA 1344,
BANGLADESH.

:59/Beneficiary : ALLAM MARINE LTD
WYKE WAY,MELTON,HULL,HU14 3BQ,
ENGLAND

:32B/Currency Code, Amount : GBP34000,00
:41D/Available With ... By ... : ANY BANK
BY NEGOTIATION

:42C/Drafts at ... : 360 DAYS FROM DATE OF
ACCEPTANCE BUT BENEFICIARY WILL BE
AT SIGHT

:42D/Drawee : PRIME BANK LTD.
:43P/Partial Shipments : ALLOWED
:43T/Transshipment : ALLOWED
:44E/Port of Loading/Airport of : ANY PORT OF UK
:44F/Port of Discharge/Airport : CHATTOGRAM, BANGLADESH
:44C/Latest Date of Shipment : 210921
:45A/Description of Goods and/or Service : BRAND NEW TEMPEST SPECIFICATION DIESEL GENERATING SET COMPRISING
OF A PERKINS ENGINE COUPLED TO A LEROY SOMER
ALTERNATOR RATED FOR PRP DUTY AT 400V 3 PHASE 50HZ IN ACCORDANCE
WITH OUR STANDARD AUTOSTART SPECIFICATION.
..
QTY:01
UNIT PRICE:GBP31740.00
FREIGHT:GBP2260.00
..
TRADE TERM: CFR CHATTOGRAM, BANGLADESH (INCOTERMS 2020)
..
DESCRIPTION, QUALITY, QUANTITY, UNIT PRICE AND ALL
OTHER DETAILS ARE AS PER PROFORMA INVOICE NO.CW21-23 DATED
15.07.2021
OF THE BENEFICIARY.
:46A/Documents Required : 1. BENEFICIARY'S SIGNED COMMERCIAL INVOICE FOUR COPIES
CERTIFYING MERCHANDISE TO BE OF UK
ORIGIN. FREIGHT AND FOB VALUE OF THE
GOODS MUST BE MENTIONED SEPARATELY IN COMMERCIAL INVOICE.
2. DETAILED PACKING LIST IN FOUR COPIES.
3. CERTIFICATE OF ORIGIN ISSUED BY THE CHAMBER OF COMMERCE/ ANY
SIMILAR INSTITUTION OF EXPORTING COUNTRY-ORIGINAL PLUS TWO COPIES
MUST ACCOMPANY THE ORIGINAL DOCS.
4. FULL SET OF ORIGINAL CLEAN SHIPPED ON BOARD BILL OF LADING
DRAWN ON OR ENDORSED TO THE ORDER OF 'PRIME BANK LTD.,TRADE
SERVICE DIVISION, BIN: 000000309-0002',RICHMOND CONCORD (2ND
FLOOR), PLOT: 8A, BLOCK: CES(F), 68 GULSHAN AVENUE,
GULSHAN-1, DHAKA-1212, BANGLADESH EVIDENCING 'FREIGHT PREPAID'
AND MARKED NOTIFY APPLICANT AND APPLICANT'S BANK GIVING FULL
NAME AND ADDRESS.
5. ALL SHIPMENTS UNDER THIS CREDIT MUST BE ADVISED BY THE
BENEFICIARY WITHIN 07 (SEVEN) DAYS AFTER SHIPMENT SHOWING DETAIL
OF SHIPMENT LIKE BL NO.,DATE, ETD AND ETA DATE, PORT OF SHIPMENT,
PORT OF DESTINATION LC NO, LC DATE, COMMERCIAL INVOICE NO,
INVOICE VALUE, QUANTITY ETC DIRECTLY TO M/S. SONAR BANGLA
INSURANCE
COMPANY LIMITED, NAWABPUR BRANCH.BABYLON CENTRE(2ND FLOOR),
BANGBANDHU AVENUE,DHAKA (EMAIL:SBI222 AT GMAIL.COM) AND
TO THE APPLICANT REFERRING TO THEIR COVER NOTE
NO.SBIL/NWB/MC-0353/07/2021 DT.15.07.2021. A COPY OF THIS ADVICE
MUST ACCOMPANY THE ORIGINAL DOCS.
6. BENEFICIARY MUST SEND ONE SET OF NON-NEGOTIABLE SHIPPING
DOCUMENTS INCLUDING COPIES OF (A) COMMERCIAL INVOICE, (B) BILL
OF LADING, (C) DETAILS PACKING LIST, (D) CERTIFICATE OF ORIGIN
WITHIN 07 WORKING DAYS AFTER SHIPMENT BY E-MAIL. E-MAIL ADDRESS
SHOULD BE COMMERCIAL AT FASHIONGLOBE-BD.COM AND MOSHARAF AT
FASHIONGLOBE-BD.COM

```

7. BENEFICIARY'S/MANUFACTURER'S GUARANTEE/WARRANTY ACCOMPANY ORIGINAL DOCUMENTS TO THE EFFECT THAT THE SUPPLIED GOODS ARE BRAND NEW: RUST FREE AND FREE FROM ANY MANUFACTURING DEFECT AND STRICTLY IN TERMS OF THE DC AND THEY WILL REPLACE THE DEFECTIVE AND SHORT SUPPLIED ITEMS ON DEMAND FREE OF COST. THIS WARRANTY WILL REMAIN VALID 18 MONTHS FROM THE DATE OF SHIPMENT OR 12 MONTHS FROM THE DATE OF INSTALLATION WHICHEVER IS EARLIER.

8. 2 (TWO) SETS OF COLOR CATALOGUE /OPERATION MANUAL (IN ENGLISH) MUST ACCOMPANY THE ORIGINAL DOCUMENTS.

:47A/Additional Conditions

: 1. FOLLOWING INFORMATION MUST APPEAR IN ALL DOCUMENTS:
 A) LCA FORM NO. PBL- 290250
 B) H. S. CODE NO: 8502.13.00
 D) APPLICANT'S TIN: 160944930447
 E) APPLICANT'S VAT/BIN NO: 000641039-0403
 F) DOCUMENTARY CREDIT NO. AND DATE
 G) ISSUING BANK'S BIN NO. 000000309-0002
 2. SHORT FORM, STALE BILL OF LADING ARE NOT ACCEPTABLE.
 3. ALL DOCUMENTS MUST BE MADE OUT IN ENGLISH EXCEPT PRE-PRINTED FORMS AND STAMPS
 4. SHIPMENT MUST NOT BE DATED EARLIER THAN THE DATE OF OPENING OF LC.
 5. DOCUMENTS MUST NOT BE DRAWN IN EXCESS OF THE CREDIT VALUE.
 6. SHIPPING MARKS WITH COUNTRY OF ORIGIN MUST HAVE TO BE CLEARLY WRITTEN ON THE BODY OF THE CARTON/PACKAGE WITH PERMANENT INK AND SAME TO BE MENTIONED IN ALL SHIPPING DOCUMENTS.
 7. IMPORTER'S NAME, ADDRESS AND TIN NUMBER, BIN/VAT REG. NO. MUST BE PRINTED/WRITTEN IN UNDER MOVABLE INK ON THE BIGGEST 2 PERCENT OF THE PACKAGES/COVER/WOODEN BOX/OTHER PACKAGES OF THE SHIPMENT. A CERTIFICATE TO THIS EFFECT MUST ACCOMPANY THE ORIGINAL SHIPPING DOCUMENTS.
 8. A FEE OF USD57.50 WILL BE DEDUCTED FROM THE BILL VALUE FOR EACH PRESENTATION OF DISCREPANT DOCUMENTS, IF THE SAME IS ACCEPTED BY THE APPLICANT AND OUR PAYMENT CHARGE USD57.50 WILL BE DEDUCTED FROM THE BILL VALUE AT THE TIME OF PAYMENT.
 9. BENEFICIARY MUST CERTIFY ON THE INVOICE THAT QUALITY, QUANTITY PACKING,RATE,MARKING,SPECIFICATION AND ALL OTHER DETAILS STRICTLY IN ACCORDANCE WITH THE ABOVE PI.
 10. THIS GOODS IS ''IMPORT UNDER BONDED WAREHOUSE FACILITIES'' MENTION IN ALL DOCUMENTS.

:71D/Charges

: ALL BANK CHARGES OUTSIDE OF BANGLADESH INCLUDING REIMBURSEMENT CHARGE ARE ON ACCOUNT OF BENEFICIARY

:48/Period of Presentation

: 21

:49/Confirmation Instruction

: WITHOUT

:78/INSTRUCTIONS TO THE PAY/APT/NEG BNK

: 1. DESPITE THE DC TENOR IS 360 DAYS, BENEFICIARY WILL BE PAID AT SIGHT BY US (ISSUING BANK) THROUGH INTERNAL ARRANGEMENT WITH OUR DEPZ (OFFSHORE BANKING UNIT) UNDER UPAS MECHANISM UPON PRESENTATION OF COMPLIED DOCUMENTS AT OUR COUNTER
 2. DOCUMENTS TO BE SUBMITTED IN 1(ONE) COMPLETE LOT TO PRIME BANK LIMITED, TRADE SERVICES DIVISION,RICHMOND CONCORD (2ND FLOOR), PLOT:8A, BLOCK: CES(F), 68 GULSHAN AVENUE, DHAKA-1212, BANGLADESH.
 -}