



Cross World Limited  
House-NE(O)-06  
Dhaka - 1212  
Bangladesh

Please deliver to:  
As per instructions by edotco

Delivery date: 30.06.2015

## Work/Purchase Order

WO/PO Number 9600009351 ✓  
Date 13.04.2015  
Our Contact person Mr. Munsurul  
Telephone Number 01817 183657

Your Contact Person Md. Tanvir Hossain  
Telephone Number 01755-514820  
Your vendor number with us 100158

The general terms & conditions mentioned over the leaf/attached shall be treated as integral part of this Purchase Order.

Supply, Delivery, Installation & Commissioning of 15 KVA (12 KW) Generators at edotco/Robi Site.

Brand: TEMPEST.

Unit: 20.

Currency BDT

Item	Material	Description	Order Qty.	Unit	Price Per Unit	Net Value
00010	2494685	Genset: 12KW;Prime for e.co	20	each	724,718.00	
		14,494,360.00				
The following documents belong to this item:						
		1000000789 -				
		BC on Numero Uno (262 sites)				
00020	2299371	Control Panel: Generator;12KW	20	each	0.00	0.00
		Network: 6600185368 Functional Location: DHKA-DHKA-UDAY-FLR-16TH Location: Uday Tower-16th Floor-Dhaka				
00030	2299372	Sound Attenuated Canopy: 12KW;Generator	20	each	54,078.00	
		1,081,560.00				
00040	2299370	ATS with AMF: 12KW;GENERATOR	20	each	24,335.00	
		Network: 6600185368 Functional Location: DHKA-DHKA-UDAY-FLR-16TH Location: Uday Tower-16th Floor-Dhaka				
00050	2198221	Monitoring System: VTMS	20	each	11,164.00	
		223,680.00				
00060	2199358	Cable: PVC;4X10mm;7/1.35;NYY	400	m	811.00	
		Network: 6600185368 Functional Location: DHKA-DHKA-UDAY-FLR-16TH Location: Uday Tower-16th Floor-Dhaka				
00070	2299079	Exhaust Pipe: For Generator	300	Foot	526.00	
		157,800.00				
00080	2198318	Plumbing Works: (By Flexible Hose Pipe)	1,000	Foot	342.00	
		Network: 6600185368 Functional Location: DHKA-DHKA-UDAY-FLR-16TH Location: Uday Tower-16th Floor-Dhaka				
00090	2198322	Supply & Install: Duct for Exhausting	2,000	Square ft	263.00	
		526,000.00				

Currency BDT

Item	Material	Description	Order Qty.	Unit	Price Per Unit	Net Value
Network: 6600185368 Functional Location: DHKA-DHKA-UDAY-FLR-16TH Location: Uday Tower-16th Floor-Dhaka						
00100	2298031	Install material & accessories	20	Job	41,976.00	839,520.00
Network: 6600185368 Functional Location: DHKA-DHKA-UDAY-FLR-16TH Location: Uday Tower-16th Floor-Dhaka						
00110	6034685	Reserve Fuel Tank : for Diesel	20	each	23,684.00	473,680.00
Network: 6600185368 Functional Location: DHKA-DHKA-UDAY-FLR-16TH Location: Uday Tower-16th Floor-Dhaka						
00120		Transport & Carrying (Load/Unload)	1	Activ.unit	831,700.00	831,700.00
The item covers the following services:						
10	3000293	Transportation & Carrying: 15KVA Genset	20	EA	41,585.00	831,700.00
Network: 6600185368 Functional Location: DHKA-DHKA-UDAY-FLR-16TH Location: Uday Tower-16th Floor-Dhaka						

**Total net value:** 19,781,400.00  
 ( Total Net Value In Words: BDT Nineteen Million Seven Hundred Eighty-one Thousand Four Hundred only )

**Condition Summary:-**

Cond type	Name	Value
PBXX	Gross Price-Manual	19,781,400.00
<b>Total Net Value</b>		<b>19,781,400.00</b>

**Purchase Requisition(s):-**

8000021711

**Warranty:**

2 (two) years full warranty for all spare parts and labor from the date of issuance Work Completion Certificate and have to provide valid warranty certificate from manufacturer.

During warranty period vendor will provide preventive service and maintenance after every four months at FOC basis.

**Annual Maintenance Service:**

Supplier must sign a contract with edotco for Annual Maintenance for the period of 03 (Three) years before the expiry of Warranty Period.

Delivery time: As per condition.

Partial delivery allowed.

Installation: within 7 days from date of delivery.

**Terms & Conditions:****General:**

- 1) All goods & /services will have to be supplied strictly as per approved sample/specification within the above mentioned date.
- 2) Defective works / items will be rejected and for such cases both inward/outward carriages will be borne by the supplier, rejected items must be replaced by the supplier within the time specified by the purchaser.

**LD for delay delivery:**

@2% up to 10% of total PO value per week



## LD Clause:

## Critical:

Under warranty: BDT 10,000 for each 1 hour delay.

After warranty: 5% of quarterly AMC charge for each 01 hour delay. (Details in Spec)

## Non- Critical:

Under warranty: BDT 5,000 for each 1 hour delay.

After warranty: 2% of quarterly AMC charge for each 01 hour delay. (Details in Spec)

LD shall not exceed BDT 2,00,000.00 (Two Lac) during warranty period and 40% of quarterly AMC charge after warranty period. (Details in Spec)

## Performance Bond:

On receiving each PO the Supplier must have to submit a Performance Bond in the form of unconditional Bank Guarantee within 07 (seven) working days after receiving the PO amounting to 20% (Twenty percent) of the total equipment value of the PO. The Performance Bond must have to remain valid at least till the work completion period.

## Payment Terms:

## For Generators:

- 1) 90% of the total payment will be made after successfully supply, delivery and installation of the generator.
- 2) Rest 10% of the total payment will be retained for two (02) years from the date of Acceptance certificate. OR if provide in the form of Bank Guarantee till the warranty period (2 years) then balance 10% will be paid after total work completion i.e., installation, testing & commissioning.
- 3) Partial delivery and partial payment allowed.

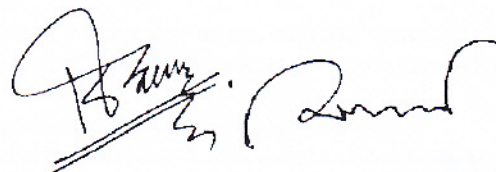
## For AMC:

100% of AMC Payment will be made on quarterly basis [end of each quarter] and Bill will be settled as per actual work done.

Parts: 100% payment will be paid after delivery and installation.

All payment will be made by 70 days from the date invoice submission.

VAT / TAX and other Levies will be deducted at sources as per Bangladesh Government Rules & Regulations.



For edotco Bangladesh Co Ltd

## Acceptance by Vendor/Supplier:

I accept to provide/supply the products/services mentioned in this ord agreeing to all the terms and conditions.

Vendor's Signature



## GENERAL TERMS & CONDITIONS

1. **ADDRESS:** Unless specifically stated otherwise all communication in regard to this order should be addressed to edotco Bangladesh Co Ltd, Corporate office, 16th Floor Uday Tower, 57 & 57 A, Gulshan (South) Avenue, Dhaka - 1212, Bangladesh.
2. **MEANING OF EXPRESSION:** "Purchaser" in these conditions means edotco Bangladesh Co Ltd. "SELLER" includes all persons, firms and companies who agree to sell or sell to the purchaser.
3. **CHALLAN:** The sellers must deliver the goods under their challan as per delivery instruction of Purchaser. The Seller must submit their challan in triplicate mentioning Purchaser's Indent NO., Order No. and Date clearly mentioned. No goods will be accepted without proper challan.
4. **INSPECTION:** Inspection of the goods will be made by the purchaser their premises and their report shall be final and will binding on both the parties. For inferior quality, specification and / or for any other valid reason goods will be rejected and the seller is responsible to take back the rejected materials within 7(Seven) days of rejection.
5. **INVOICE:** All Invoices accompanied by receipted challan, copy of PO/ WO and / or other necessary documents as specified in the contract/ PO/ WO must be submitted to the Finance Division of edotco Bangladesh Co Ltd. Separate invoices should be sent for each order. All invoices must show the quality in its measurable unit and rate at which item of material is charged in the invoice
  - a) **QUANTITY ORDER:** Being liable for any compensation and / clam of any nature from the Seller.
  - b) Quantities received by the Purchaser in excess of quantities specified in challan may be returned at the purchaser's option at the Seller's expenses.
6. **PACKING INSTRUCTION:** The seller will pack all articles properly and as per instructions of purchaser to avoid breakage or pilferage in transit.
7. **INSURANCE:** On request of the Purchaser, Seller will arrange for necessary insurance of materials. Any loss, breakage or any damage transit due.
8. The purchaser reserves the right to cancel or modify the order without to any cause whatsoever shall be borne by the seller.
9. **TERMS OF PAYMENT:**
  - a) Payment will be calculated on the basis of material delivered by the seller and accepted by the purchaser's works and their record will be considered final and decisive in this respect.
  - b) Payment will be made as per the terms of order only after the goods have been received and approved by the purchaser's Inspection Department/concern authority and found satisfactory in terms of quantity, quality and other specification laid down therein.
10. **PRICE:**
  - a) All the rates stated in the order are understood to be delivered at site unless otherwise specified in the Contract / PO/ WO.
  - b) No charge will be allowed for packing or unless specified in the order.
  - c) The Purchaser will not allow any revision price during the period of contract till completion of supply.
11. **PENALTY:**
  - a) In the event of seller's failure to supply the goods in time the purchaser reserves the right of purchasing goods from other sources on seller's account and risk and will hold the seller liable for any differences in price and / or other incidental expenses arising therefrom.
  - b) If the purchaser find that the materials supplied are not of the contracted/ ordered quality or not according to the specification required by the purchaser or received in damaged or broken condition or otherwise not satisfactory owing to any reason whatsoever, the purchaser shall be the sole judge and entitled to reject the materials, cancel the contract / PO/ WO and buy their requirement from other sources at seller's risk and cost. Purchaser can recover the loss if any from the supplier reserving always the right to forfeit the deposit, if any, given by the supplier for due fulfillment of the contract or amount payable to the supplier against any other supply by the supplier. The supplier will make arrangement to remove the rejected materials at their own costs; otherwise they will be lying entirely at the supplier's risk and responsibility.
  - c) Any demurrage, wharfage or smiliar charges which the purchaser has to pay on account of seller's failure to book the goods in accordance with purchaser's instructions or due to late delivery shall be borne by the seller.
12. **Delivery:** The good/service are to be delivered at the place specified in the Contract/ P.O.W.O, within the stipulated period, failure which liquidated Damage @2% per week/ its proportion subject to a maximum ceiling of 10% of the Contract/ PO/ WO value shall be levied unless otherwise specified in the Contract / po/ wo.
13. **GENERAL:** These terms shall also be applicable to special contracts over and above the terms, which are agreed in such cases.
14. Contractor/Seller should be fully aware of the nature, time frame and intricacies of the work / job which will be carried out at the site appraised by edotco Bangladesh Co Ltd.
15. The Contractor/ Seller shall supervise the execution of work to ensure that the same is of the desired quality parameters as expected by edotco Bangladesh Co Ltd.
16. The Contractor/ Seller shall indemnify and keep edotco Bangladesh Co Ltd saved, harmless and indemnified from any action, costs, claims or damages arising out of any injury or accident to any person during the tenure of their services.
17. The Contractor covenants that the personnel employed by it in it's business shall not be treated as the employee of edotco Bangladesh Co Ltd and the Contractor alone shall be fully responsible for compliance with provisions of law and for all compensation, commission and benefits arising out of their employment /agreement and will assume full responsibility for their acts.
18. The contractor/ Seller shall comply with the requirement of statutory provisions and shall be responsible for fulfillment of all legal obligation including P.F., Contract Labour and child labour(regulation & obligation) Act, Income Tax, work permit for foreign worker, Condition of Service, Payment of Bonus, Gratuity, Industrial Dispute and Works Contract tax and all other industrial / labour enactments and rules made there under as applicable from time to time. In case any demand borned by us in respect of this contract /PO /WO or the Contractor's/ Seller,s non compliance, we shall be entitled to pay the same by deducting from Contractor's/ Seller's payables or recover from contractor / Seller.
19. Contractor/ seller shall take Personal Accident Insurance policy for their labourers or employees and furnish us the copy of the same.Incase of failure on the part of contractor to do so, edotco Bangladesh Co Ltd reserves the right to cancel the contract immediately without any notice.
20. The Contractor should possess necessary License /Permit from appropriate authority as per law of the land to carry out the above works.
21. In the event of any dispute or difference arising from this contract/PO /WO, the same shall, unless settled, be referred to the Sole Arbitration of a person to be appointed by the Authorised Signatory of edotco Bangladesh Co Ltd Such Arbitration shall in accordance with the Arbitration Act, 2001 of Bangladesh. The seat of Arbitration processing will be in Bangladesh.



## SALES HISTORY

Cross-world



OK

Concern Sales person : MOHAMMAD SOFIKUL ISLAM

Work Order No. : 9600009351

Date : 13/04/15

L/C No. :

Date :

Offer No

CWPL-AM/0874/15

Date : 08/04/15

Name of Customer : E.CO(ROBI)

Address : CORPORATE OFFICE, 16<sup>TH</sup> FLOOR UDAY TOWER,  
GULSHAN-1, DHAKA.

Phone No. : 01817 183657

Fax :

Business Sector : Telecom

Contact Person : MR. MUNSURUL

e-mail :

## DESCRIPTION OF MATERIALS:

SL #	Product Part No.	Product Description	Model	Rating	Qty
01	15 KAVA	15 KVA GENERATOR SET	PM15	15KVA	20
02	CANOPY	FORIEGN CANOPY			20
03	ATS	FORIEGN ATS			20
04	COMMISSIONING MATERIALS	COMMISSIONING MATERIALS			20JOB
05	FUEL TANK	1000LTR FUEL TANK			20
06	VTMS	MONITORING SYSTEM			20
07	CABLE	4X10RM			400 METER

## ATS and Canopy Description

1	Canopy	<input type="checkbox"/> Foreign	<input checked="" type="checkbox"/> Local
	Hot Air Passing	As per Standard	<input checked="" type="checkbox"/> In front <input type="checkbox"/> Top
	Sound Level	As per Standard	75 dBA <input type="checkbox"/> 85dBA <input type="checkbox"/> Others <input type="checkbox"/> @ 1 m
2	ATS	<input type="checkbox"/> Foreign	<input checked="" type="checkbox"/> Local
		ABB <input type="checkbox"/> Other <input type="checkbox"/>	ABB <input checked="" type="checkbox"/> Telemechanique <input type="checkbox"/>
	Amps	Standard <input type="checkbox"/> Special <input type="checkbox"/>	Standard <input type="checkbox"/> Special / Multi <input type="checkbox"/>
	Remarks: (If you need any remarks for ATS or Canopy)	70 dBA @ 3 meter	

## SALES HISTORY



## DELIVERY STATUS:

Local Order		L/C	
Date of Delivery	30/06/15	Date of Shipment	
Delivery Organize By		Port of Shipment	
Site : AS PER CONFIRMATION FROM ROBI/ANY WHERE IN BD.		Site of Goods Arrival:	
Site of Installation: AS PER CONFIRMATION FROM ROBI/ANY WHERE IN BD.		Site of Installation:	
Actual Date of Delivery at Site (Filled by commi)		Actual Date of Delivery at Site(Filled by commi)	

## INSTALLATION:

Schedule date of Installation	30/06/15
Actual Date of Installation (By commissioning team)	
Special Instruction if any	

## SALES VALUE:

(Please include the extra price for other job which sales person has committed to client. And also mentioned the (%) of Vat-AIT is included with your this sale value. (Please Mention Generator, ATS, & Canopy Price Separately)

SL #	Description of Materials	Qty	Unit Price	Total Price
01	15 KAVA	20	7,24,718.00	1,44,94,360.00 ✓
02	CANOPY	20	54,078.00	10,81,560.00 ✓
	ATS	20	24,335.00	4,86,700.00 ✓
04	COMMISSIONING MATERIALS	20	93,266.00	18,65,320.00 ✓
05	FUEL TANK	20	23,684.00	4,73,680.00 ✓
06	VTMS	20	11,184.00	2,23,680.00 ✓
07	CABLE , 4x10 mm	400M	811.00	3,24,400.00 ✓
08	TRANSPORTATION	20JOB	41,585.00	8,31,700.00 ✓
			Total Amount (INCLUDING VAT & AIT)	1,97,81,400.00 ✓

## MODE OF PAYMENT:

1. L/C: ☐ Foreign ☐ Local

- a) 100% at Sight
- b) ----- % at sight and rest ----- % of after completion of work.
- c) ----- Days of Deferred payment @ of ----- %



## SALES HISTORY



## 2. Local Order:

Agreed Payment Terms	% of Total	Amount	Date (if any)
After commissioning	90%	1,78,03,260.00 ✓	
Bank Guaranty	10%	19,78,140 ✓	
Total	100%	1,97,81,400.00 ✓	

Technical Advisory Fees/TAF (if any):

TAF Amount : Tk. 25000(per set)

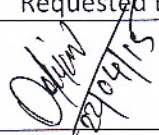
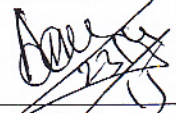

Conversion rate (if against currency) :

Terms of Payment :

Beneficiary : MONZURUL ISLAM(01817 183657)

\*\*\*For TAF separate approval shall be in place

Note (If any):

Requested By	Reviewed By	Approved By	Acknowledged by
 22/04/15		 23/4	
Sales Person	GM, Sales	COO	Manager- Finance

  
22/04/15