

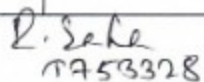

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To be filled in by OTC

 Commercial Corporate Affairs Finance MD P&O Technology ☒

 Standard invoice ☒ Pre-payment Security Deposit Credit memo Debit memo

To be filled in for PO based invoice

To be filled in by User			
Supplier Name	Cross World Limited	Supplier ID	BD1052001296
Supplier reference No	CWPL-05-15/GP-0275	Invoice Date	27-May-15
PO Number	3000044695998	Invoice Amount	6,485,409.00
PO receiving ID:	166610	Pre/part payment adjustment	Yes No
User Name:	Rajib Saha	Pre/part payment OTC no	
User ID:	T753328		
Acceptance Note:		 Signature of User	

To be filled in by Supplier			
VAT registration No	19011001500	Name of contact person:	Sk. Shahiduzzaman
		Phone number:	1755514857
Invoice details:	Invoice Base Amount	VAT	Gross Amount Currency
	6,147,307.11	338,101.89	6,485,409.00 BDT
Comments:		 Signature of supplier	

To be filled in for non-PO invoices

To be filled in by User			
Supplier/Beneficiary Name		Supplier ID:	
Invoice Amount:		Advance amount:	
User Name		Advance OTC number	
User ID			
Comment:		Signature of User Approver	

To be filled in by BM								
	GL	RC	Separator	Amount	Project	Location	Task	IC- code
Comment:					Signature with ID			

To be filled in by Supplier			
VAT registration No		Name of contact person:	
		Phone number:	
Comments		Signature of supplier	

To be filled in for both PO and non-PO invoices

To be filled in by Tax						
TAX/VAT Application:						
Amount	VAT Code	TAX Code	VDS		Rebate %	
			Yes	No		
Remarks		Signature with ID				

Note: Please put tick mark where relevant

INVOICE

To Grameen Phone Limited. GP HOUSE, Bashundhara, Baridhara, Dhaka-1229.	Bill Ref. : CWPL-05-15/GP-0275 Date : May 27, 2015
Site / Project : Faridpur Project.	DO No. : CWPL-DO/0107/15 Date : May 17, 2015
	PO / WO Ref. : 300005998 Date : Feb 15, 2015

SUBJECT : BILL FOR SUPPLY OF 500 KVA (PRIME) TEMPEST BRAND DIESEL GENERATOR WITH FOREIGN ATS & LOCAL CANOPY

SL #	Description	Unit	Qty	Rate/Price (Tk.)	Total Price (Tk.)
1	Supply & Installation of TEMPEST Brand 500 KVA (Prime) Rating Diesel Generator with Local Canopy & Foreign Auto Transfer Switch (ATS)	Set	1	6,485,409.00	6,485,409.00

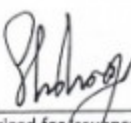
Grand Total (BDT)	6,485,409.00
Total Due Amount	6,485,409.00
In Word : Taka Sixty Four Lac Eighty Five Thousand Four Hundred Nine Only.	

For CROSS WORLD LTD.



Sk. Shahiduzzaman
01755-51857

- ENCLOSED :
1. Copy of Purchase Order.
 2. Delivery Challan
 3. Performance Guarantee
 4. Commissioning Sheet


Authorized for Issuance :
Md. Shohag Reza



grameenphone

PURCHASE ORDER

GPHOUSE
Baridhara
Bashundhara
Dhaka
BD
Phone No: +88029882990
FAX No: +88029882970

Order No.:	300005998
Release No.:	
Date:	15-FEB-15
PR Nos.:	52145
Department:	REGIONAL OPERATIONS

Supplier Name:	CROSS WORLD LTD.
Address:	House-NE(O)-06, Road-92, Gulshan-2, DhakaDhaka,1212

Telephone:
Fax:
E-mail:

Serial No	Item	Item Description	Delivery Date	To Supply		Price (in BDT)	
				Unit of Measure	Quantity	Unit Price	Total
1	1003584	GENERATOR	30-JUN-15	Each	500kVA	2 6485409.00	12970818.00
Total Price: BDT							12970818.00

Please deliver the above equipment, materials or services as per agreed terms & conditions given below.

Delivery Terms: As per agreement

Delivery Mode: As per Agreement

Place of Delivery: As per instruction of GP under FA GP-02953, PO 300005998

VAT/TAX: As per Agreement

Work Completion Letter: As per Agreement

Payment Terms: As per agreement

Termination/Revision: As per Contract

Packing: As per Agreement

Invoice: To be Prepared as per GP Instruction

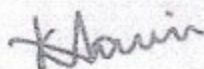
Certificate: N/A

Payment Schedule: As per agreement

Inspection: N/A

Penalty on Delay: As per agreement

Warranty: As per agreement



Authorized Signature Authorized Signature

Note: Please sign and return the confirmation copy by fax/ mail.

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Grameenphone Ltd. – Cross World Ltd

Confidential

Contract no.: GP-02953

Contract Ref. Number: GP-02953

This contract is entered into on this the 29 OCT 2014 by and between:

Grameenphone Ltd., a public limited company with registration number C-31531(652)/96, incorporated in Bangladesh under the Companies Act 1994, having its registered office at GP House, Bashundhara, Baridhara, Dhaka-1229, Bangladesh, (hereinafter referred to as the "Purchaser", which expression shall unless excluded therein, be deemed to mean and include its executors, successors-in-interest, assigns and legal representatives);

and

Cross World Ltd, registered under the laws of Bangladesh bearing the registration number C – 1114-1/243 incorporated in Bangladesh under the companies act 1993, having its principal office at House 6, Road 92, Gulshan-2, Dhaka 1212 (hereinafter referred to as the "Supplier", which expression shall unless excluded therein, be deemed to mean and include its executors, successors-in-interest, assigns and legal representatives).

The Purchaser and the Supplier are individually hereinafter referred to as a "Party" or collectively as the "Parties".

The Parties, in consideration of the mutual promises set out in this Contract, and other good and valuable consideration, have agreed to the terms and conditions of this Contract for the supply, installation, commissioning & maintenance of:

Diesel Generator (DG)

The Contract consists of this signed front page, main body consisting of 25 numbers of Clauses and 7 numbers of annexes.

Purchaser:

Grameenphone Ltd.

Supplier:

Cross World Ltd.

Signature:

Date: 29th October 2014

Name: Asif Md. Touhid

Position: Chief Procurement Officer

Signature:

Date: 29th October 2014

Name: Md. Akhtar Hamid Khan

Position: Chief Operating Officer

Witness:

Signature:

Date: 29th October 2014

Name: Md. Rashedul Anwar

Position: Specialist, Sourcing

Signature:

Date: 29th October 2014

Name: Md. Ariful Islam

Position: Manager, Sales

Home Address: House#46, Road#18, Sector#7, Uttara,
Dhaka-1230

Home Address: Ka 62/3, Ionic Tower, North Baridhara
Dhaka





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Grameenphone Ltd. – Cross World Ltd

Confidential

Contract no.: GP-02953

1. DEFINITIONS

Words, abbreviations and expressions shall have their normal meaning unless the context requires otherwise, or it is explicitly stated in the Definitions annex of the Contract.

2. SCOPE OF SUPPLY

The Supplier undertakes to supply of Power up-gradation or any other Deliverables to the Purchaser in accordance with in the Scope of Supply annex to the Contract and according to the terms of the Contract.

3. PURCHASE ORDER (PO)

The Contract contains a frame agreement that does not bind the Purchaser unless any written PO given with reference to this Contract. Any obligation of the Purchaser agreed under the Contract shall not be enforceable unless and until such PO is issued. The Equipment along with the relevant services shall be supplied in accordance with the PO issued by the Purchaser under the Contract and subsequent acceptance given by the Supplier to the Purchaser's respective PO.

4. DELIVERY

The Supplier shall deliver or make the power up-gradation along with the relevant services available to the Purchaser at the place specified in the PO on the Agreed Date of Delivery as specified in the Delivery annex to the Contract.

5. DEFECTS, NOTICE OF DEFECTS AND REMEDIES

5.1 Defects

Performance is deemed to be defective when the specific performance under the Scope of Supply does not comply with the requirements of the Contract. The Purchaser shall submit notice of defects in writing within 3 days after discovering the defect.

5.2 Remedies

The Supplier shall remedy defects immediately after receiving the notice of defect without incurring any extra cost to the Purchaser. If the aforesaid is not performed within 7 days of the Purchaser's notice, the Purchaser is entitled to do so by itself and demand an appropriate reduction in the price for the cost incurred by the Purchaser.

5.3 Damages

The Purchaser can claim damages for losses as a result of breach of contract unless the Supplier can prove his innocence.

6. PRICE AND PAYMENT

The price for the Scope of Supply is defined in the Price and Payment annex to the Contract. The payment shall be made based on procedure set out in the same annex.

1.3 Value Added Tax (VAT)

All unit prices are exclusive of VAT and any alike indirect taxes charged in accordance with Bangladeshi law. The Purchaser will pay the price along with applicable VAT amount (against VAT 11) to the Supplier.

In the event that new, increased VAT (when compared to the taxes applicable at the date of this Contract commencement) are levied by the Bangladeshi authorities on any deliverable, then such new or increased taxes shall be borne by the Purchaser. Should such taxes have decreased then the Purchaser shall pay only such decreased taxes.

1.4 Additional Equipment along with the relevant services and deliverables

If the Supplier deems it necessary to supply any additional goods or carry out any additional Service, which was not within the responsibility of the Supplier, the Supplier shall immediately notify the Purchaser attaching all required documents to confirm the change in the deliverable. If any additional deliverable (whether proposed by the Supplier or required by the Purchaser) is not included in price table above the Parties shall negotiate and agree the price for the new deliverable. The agreed price shall be incorporated in the Contract in the form of a Change Agreement. The Change Agreement shall be signed no later than the issuance of the related PO.

2. PAYMENT

2.1 General

Payment shall be based on PO and shall be made in BDT by the Purchaser to the account set out in the invoice of the Supplier. However, if payment is made either by cheque or wire transfer, a payment notification will be delivered to the Supplier. The notification will include settlement detail for each payment.

2.2 Invoicing

The Supplier shall issue the invoice along with the VAT 11 or equivalent note approved by NBR following the price table above (clause 1, price) for the Supply ordered mentioning GP's VAT registration number (18141004500) after the Actual Date of Delivery. Applicable VAT shall be separately stated in the invoice.

The invoice and the VAT 11 or equivalent note shall refer to this Contract number and respective PO number and be issued to the agreed address as set out in the Notice and Communication clause of the main body of the Contract.

The Supplier shall submit its invoice within thirty (30) days after the Actual Date of Delivery. In case of single invoice, the Supplier shall provide the treasury Challan of the deposition of VAT at the government treasury within one month of the receipt of the payment but in case of multiple invoices, the Supplier shall submit the same at the time of following invoices.

2.3 Payment terms

Payment shall be made within sixty (60) Days from the receipt of correct invoice and the VAT 11 or equivalent note from the Supplier in favour of Grameenphone Ltd.. The Purchaser will deduct the applicable withholding tax at the time of payment under this Contract.

2.4 Performance Bond

Option A:

The Supplier shall within fourteen (14) Days from the issuance of the PO, provide the Purchaser with a Performance Bond in the form of a first demand Banker's Guarantee ("Performance Bond") which shall be deemed to be security for the due fulfilment of the Supplier's obligations. Such performance bond shall be in the form as set out in Performance Bond format annex.

The value of the Performance Bond shall be 10 % of the respective PO under this Contract.

The Performance Bond will expire on three (3) Months after the warranty period.

2.5 Set-off

Any claim (whether for liquidated or other damages) against the Supplier related to any PO issued under this Contract may be set off by the Purchaser against any payment due by the Purchaser or against the Performance Bond (if any) after proper settlement of applicable tax and VAT associated with the receivable and payable amount.



If any claim is not covered by the above, such claim may be set off as a credit note and deducted from future PO's and or invoices for new purchases of goods and or Services (irrespective of the type and/or nature goods and or services).

2.6 Keeping records

For any Deliverable ordered under this Contract the Supplier shall maintain such books, records, vouchers and accounts of all cost and man-hour used and other relevant information with respect to the Deliverable for as long as it is required by applicable law. The Supplier shall obtain from his subcontractors such supporting records as may reasonably be required for this purpose.



CROSS WORLD LTD.



Date : 25.02.2015

To :

Grameenphone Ltd.
GP House,
Bashundhara, Baridhara,
Dhaka-1229, Bangladesh.

Attention :

Md. Rashedul Anwar ,
Specialist,
General Contracting ,
Global Sourcing , Grameen phone Ltd.

Sub. : Tender for Supply, installation, commissioning and maintenance of Diesel Generator. (Contract Ref. No GP-02953 dated 28th October, 2014)

Dear Sir,

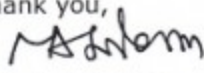
In reference to the above subjected tender we are pleased to submit herewith the 10 % Performance Bank Guarantee amount to Taka 1,297,100 against the PO dated 15.02.2015 for Supply, installation, commissioning and maintenance of Diesel Generator. (Contract Ref. No GP-02953 dated 28th October, 2014)

PG ref #
NCCB/MOGH/PG/05 /15
Dated 24.02.2015

BG Value
1,297,100

We shall be grateful for your assistance in this regard .

Thank you,


Md. Ariful Islam
Manager, Sales
Cross World Limited



Received
[Signature]
25.02.15
ID-2872

CROSS WORLD LTD.



23 February 2015

The Executive Vice President
National Credit and Commerce Bank Ltd.
Moghbar Branch
382, Tongi Diversion Road, Dhaka

Re: Performance Guarantee amounting BDT 12,97,100.00

Dear Sir,

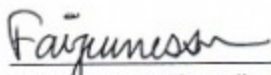
Please issue a Performance Guarantee amounting BDT 12,97,100.00 only in favor of Grameenphone Ltd, in connection with Contract Ref.No#GP-02953 dated 28th October' 2014, Order No# 300005998 date 15 February'2015 for Supply, Installation and Commissioning of 2x500KVA Diesel Generator.

Please debit required margin and others charges from current account: 0011-0210006891 of Cross world Limited.

This Performance guarantee shall remain valid with effect from 24 February 2015 to 23 May 2016.

We would appreciate your cooperation in this regard.

Sincerely yours,


Faizunnessa Chowdhury
Director

RECEIVED
NCC BANK LTD.
Moghbar Branch, Dhaka.
Date: 15/02/2015



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To,
Grameenphone Ltd
GP House,
Bashudhara, Baridhara
Dhaka-1229,
Bangladesh.



PERFORMANCE GUARANTEE


Our Performance Guarantee No. NCCB/MOGH/PG-05/15 Dated 24-02-15 for Taka 12,97,100.00 (Taka Twelve lac ninety seven thousand one hundred) only A/C M/S. Cross World Ltd.

WHEREAS:

1. Grameenphone Ltd. (the "Purchaser") has entered into a contract (the "contract"), Contract Ref. No. GP-02953 dated 28th October, 2014 with **Cross World Ltd.**, having its registered office at House 6, Road 92, Gulshan-2, Dhaka-1212, Bangladesh (the "Supplier") for supply, installation, commissioning and maintenance of Diesel Generator, more fully described in Annex 02 (Scope of Supply) of the Contract.
2. Under clause# 2.4 of Annex 4 of the Contract, the Supplier is required to furnish a performance Guarantee for the 10% of the total amount of the PO value.

Contd. P/2

For National Credit & Commerce Bank Ltd.
Moghbarar Branch, Dhaka.


Authorised Signature
Md. Khurshid Anwar
Senior Principal Officer
PA. No-169
NCC Bank Limited
Moghbarar Branch, Dhaka.


Authorised Signature
Mahfuzur Rahman Khan
Executive Vice President & Manager
NCC Bank Ltd. Moghbarar Branch, Dhaka.

Received
Mahfuzur Rahman



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PERFORMANCE GUARANTEE

Our Performance Guarantee No. NCCB/MOGH/PG-05/15 Dated 24-02-15

NOW THEREFORE, at the request of the Supplier:

1. We, NCC Bank Ltd, Moghbazar Branch, Dhaka, herewith irrevocably and unconditionally undertake to pay you, on your first demand, irrespective of the validity and the effects of the above mentioned Contract and waiving all rights of objection and defence arising from the Contract any amount up to BDT/Taka 12,97,100.00 (in word Taka Twelve lac ninety seven thousand one hundred) only upon receipt of your written and duly signed request for payment, and at your written confirmation that Contractor has failed in the Performance of the aforesaid Contract.

Contd. P/3

For National Credit & Commerce Bank Ltd.
Moghbar Branch, Dhaka.

Authorized Signature

Md. Khurshid Anwar
Senior Principal Officer
PA. No-169
NCC Bank Limited
Moghbar Branch, Dhaka.

Authorized Signature

Mahfuzur Rahman Khan
Executive Vice President & Manager
NCC Bank Ltd. Moghbazar Branch, Dhaka.



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PERFORMANCE GUARANTEE

Our Performance Guarantee No. NCCB/MOGH/PG-05/15 Dated 24/02/15

2. Our guarantee is valid until 15 months (i.e, up to 23.05.2016) and shall be extended at the instructions of the purchaser without recourse to the Supplier.
3. This guarantee is governed by the laws of Bangladesh and the competent Courts of Bangladesh shall have exclusive jurisdiction over any matter in relation to this guarantee.

For National Credit & Commerce Bank Ltd.
Moghbarar Branch, Dhaka.

Authorized Signature
Md. Khurshid Anwar
Senior Principal Officer
PA. No-169
NCC Bank Limited
Moghbarar Branch, Dhaka.

Authorized Signature

Mahfuzur Rahman Khan
Executive Vice President & Manager
NCC Bank Ltd. Moghbarar Branch, Dhaka.

Annex 06, Performance Bond Format

Ref. No.:

Dated:

PERFORMANCE BOND (PB)

Issued to:

Grameenphone Ltd.
GP House,
Bashundhara, Baridhara,
Dhaka-1229, Bangladesh.

WHEREAS:

1. Grameenphone Ltd. (the "Purchaser") has entered into a contract (the "Contract"), Contract Ref. No GP-02953 dated 28th October, 2014 with **Cross World Ltd.**, having its registered office at House 6, Road 92, Gulshan - 2, Dhaka 1212, Bangladesh (the "Supplier") for supply, installation, commissioning and maintenance of Diesel Generator, more fully described in Annex 02 (Scope of Supply) of the Contract.
2. Under clause#2.4 of Annex 4 of the Contract, the Supplier is required to furnish a performance bond for the 10% of the total amount of the PO value.

NOW THEREFORE, at the request of the Supplier:

1. We, <Insert the name of the Bank> herewith irrevocably and unconditionally undertake to pay you, on your first demand, irrespective of the validity and the effects of the above mentioned Contract and waiving all rights of objection and defence arising from the Contract any amount up to BDT<insert the figure of the amount> (in word Taka <insert the word of the amount >) only upon receipt of your written and duly signed request for payment, and at your written confirmation that Contractor has failed in the performance of the aforesaid Contract.
2. Our guarantee is valid until 15 months and shall be extended at the instruction of the Purchaser without recourse to the Supplier.
3. This guarantee is governed by the laws of Bangladesh and the competent Courts of Bangladesh shall have exclusive jurisdiction over any matter in relation to this guarantee.

For and on behalf of:**(Insert the name of the Bank)**

Signature

Name:

Title/Designation: