

TERM SHEET

This Term Sheet dated, **05th August 2018** sets out the general commercial and technical terms on the basis of which **Banglalink Digital Communications Ltd.** (hereinafter referred to as "**Banglalink**") intends to proceed to finalize the term sheet with "**Cross World Power Limited**", hereinafter referred to as "**Vendor**". Banglalink and the Vendor hereinafter may be referred to individually as the "**Party**" and collectively as the "**Parties**".

WHEREAS Banglalink intends to purchase/procure part of "**Supply, installation and commissioning of High Capacity DG for Data Center/Core sites**".

AND WHEREAS the Vendor agrees to deliver such service as per Banglalink requirements as mentioned in this term sheet.

Vendor complies as per below:

1. Commercial Details:

Price Book:

	1000 KVA Genset Description	UoM	Qty	Unit Price (incl. WHT/ AIT and VAT)	Total Price in BDT (incl. WHT/ AIT and VAT)
1.1	Supply of 1000KVA genset	piece	3	11,497,500	34,492,500
1.2	Sound Proof Canopy	piece	3	840,000	2,520,000
1.3	Auto-Transfer Switch (ATS) - for 1000KVA	piece	3	892,500	2,677,500
1.4	Service fee: loading, unloading, delivery, Installation and commissioning of 1000KVA Genset at site	Job	3	131,250	393,750
1.5	Installation Material package	Set	3	1,732,500	5,197,500
	Grand Total in BDT				45,281,250

Note: Considering 150rm power cable 650 M per set

	800 KVA Genset Description	UoM	Qty	Unit Price in BDT (incl. WHT/ AIT and VAT)	Total Price in BDT (incl. WHT/ AIT and VAT)
2.1	Supply of 800KVA genset	piece	2	8,767,500	17,535,000
2.2	Sound Proof Canopy	piece	2	551,250	1,102,500
2.3	Auto-Transfer Switch (ATS) - for 800KVA	piece	2	866,250	1,732,500
2.4	Service fee: loading, unloading, delivery, Installation and commissioning of 800KVA Genset at site	Job	2	126,000	252,000
2.5	Installation Material package	Set	2	1,575,000	3,150,000
	Grand Total in BDT				23,772,000

Note: Considering 150rm power cable 450 M per set

O&M				
Item Name	UoM	Qty	Unit Price in BDT (incl. WHT/ AIT and VAT)	Remarks
RMS for 1000KVA	per job	1	5,250	After Warranty period
EMS for 1000KVA	per job	1	5,750	After Warranty period

List of Spare Parts for 1000KVA				
Item Name	UoM	Qty	Unit Price in BDT (incl. WHT/ AIT and VAT)	Remarks
Air Filter	per pcs	1	12,075	After Warranty period
Lube Oil Filter	per pcs	1	2,940	After Warranty period
Fue Filter	per pcs	1	5,775	After Warranty period
Lube Oil	per pcs	1	473	After Warranty period
Controller DeepSea (Model: DSE7220)	per pcs	1	47,250	After Warranty period
Fan belt	per pcs	1	8,400	After Warranty period
Timing belt	per pcs	1	4,200	After Warranty period
Self starter	per pcs	1	162,750	After Warranty period
Battery (12V, 200 AH)	per pcs	1	20,213	After Warranty period
Fuel Pump	per pcs	1	404,250	After Warranty period
ACB (1600 A, 3P, ABB)	per pcs	1	427,350	After Warranty period
Charging Alternator	per pcs	1	80,850	After Warranty period
Starting Relay (24V)	per pcs	1	4,967	After Warranty period
Power cable 1C x 150rm XLPE	Per M	1	2,082	After Warranty period

Item Name	UoM	Qty	Unit Price in BDT (incl. WHT/ AIT and VAT)	Remarks
RMS for 800KVA	per job	1	5,250	After Warranty period
EMS for 800KVA	per job	1	5,775	After Warranty period

List of Spare Parts for 800KVA				
Item Name	UoM	Qty	Unit Price in BDT (incl. WHT/ AIT and VAT)	Remarks
Air Filter	per pcs	1	12,075	After Warranty period
Lube Oil Filter	per pcs	1	2,940	After Warranty period
Fue Filter	per pcs	1	5,775	After Warranty period
Lube Oil	per pcs	1	473	After Warranty period
Controller DeepSea (Model: DSE7220)	per pcs	1	47,250	After Warranty period
Fan belt	per pcs	1	8,400	After Warranty period
Timing belt	per pcs	1	4,200	After Warranty period
Self starter	per pcs	1	152,250	After Warranty period
Battery (12V, 200 AH)	per pcs	1	20,213	After Warranty period
Fuel Pump	per pcs	1	404,250	After Warranty period
ACB (1600 A, 3P, ABB)	per pcs	1	427,350	After Warranty period
Charging Alternator	per pcs	1	80,850	After Warranty period
Starting Relay (24V)	per pcs	1	4,967	After Warranty period
Power cable 1C x 150rm XLPE	Per M	1	2,082	After Warranty period

Note:

- All Prices in BDT
- All Prices including VAT and any other Tax if applicable for this task.

2. Payment Term:

A. 90% payment will be made after work completion/ delivery and acceptance (includes one-month stability period) within 90 (Ninety) days after correct commercial invoice submission to Banglalink finance department along with PO Copy and work completion certificate.

B. 10% retention money will be paid after warranty period - within 90 days upon submission of correct invoice upon completion of warranty period.

3. Withholding Taxes and related Matters: (Local)

- Vendors shall provide valid VAT Challan (Mushak-11) along with treasury challan to Tax Unit of Banglalink at the time of supplying taxable goods or rendering service.

- For withholding Tax, no gross up will be allowed by Banglalink
- Banglalink shall withhold applicable VAT and Tax (if any) at source at the time of making payment. After depositing source Tax & VAT to the Govt. Exchequer and requested by the Vendors, Banglalink will provide withholding Tax & VAT certificate to the Vendors as per law of Bangladesh.

4. **Validity:** This term-sheet should be valid for 2 years from contract.

5. **Delivery Schedule:** Job has to be completed within the schedule time frame provided from Banglalink.

6. **Penalty/ Liquidated damages:**

Liquidated Damages for Delivery delay	1% Liquidated damages will be imposed for per calendar day delay delivery after work completion time. Total aggregated penalty shall be maximum 20% of PO value of the delayed portion.
Liquidated Damages for SLA violation during warranty period	<p>A. For Critical/Major SLA failure: 0.5% of retention money for per day delay from the date of delivery; maximum cap is upto 20% of retention.</p> <p>B. For minor SLA failure 0.2% for per day delay from the date of delivery; maximum cap is upto 10% of retention.</p> <p>[Total aggregated LD will be calculated after warranty period and will be adjusted with retention money payment]</p>

7. **Warranty:** 2 years.

8. Details Technical BoQ and scope of work: As per tender documents and clarification circulated by BL.

9. Any demurrage or penalty paid for supplier's fault will be deducted from their invoice.

10. This Term Sheet is presenting an integral part of the Contract that Banglalink intends to sign with the Vendor with all its inclusions, and both parties commit themselves to enter into the contractual discussions in good faith once Banglalink determines to proceed forward to signing the Contract.

11. This Term Sheet is binding in its terms on the Vendor, however, it shall be the prerogative of Banglalink to proceed with the contract or not. Notwithstanding anything to the contrary herein, Vendor expressly confirms that this Term Sheet is not binding in anyway on Banglalink and Banglalink is not obligated to finalize or execute any Contract with Vendor on the basis of this Term Sheet.

12. Vendors to comply fully and sign term sheet communicated.

DEFECTS, NOTICE OF DEFECTS AND REMEDIES

13. Defects: Performance is deemed to be defective when the specific performance under the scope of Delivery does not comply with the requirements of this Term sheet or/and if found the Goods unworthy to use/faulty/not fit for purpose of this Agreement. Banglalink shall communicate the notice of defects in writing within 07 (Seven) working days after discovering the defect and shall specify a timeframe within which the Supplier shall remedy the defect.

14. Remedies: The Supplier shall remedy defects/replace the Goods within the time specified in the notice of defect without incurring any extra cost to the Banglalink, except any defects caused due to any negligence by Banglalink. If the supplier does not remedy the defects within the specified time, Banglalink at its sole discretion (1) may reject such delivery and shall not be liable to pay any fees/ charges or costs of whatever nature to the Supplier, or (2) shall have the right to deduct an appropriate amount from the bill submitted by the Supplier.
15. Damages: Banglalink can claim damages for losses as a result of breach of Agreement by the Supplier.

SCOPE OF Supply

16. The Goods and Services to be supplied under this Agreement are per above mentioned RFQ/T schedule and following clarification communicated from Banglalink and specifically mentioned in the concerned Purchase Order(s), and if the Parties should so determine, to supply any other Goods and/or Services (together, the "Goods and Services") which may be outlined in individual purchase orders as mutually agreed between the Parties from time to time.
17. Purchase Orders shall contain a specific description and quantity of the Goods and Services to be delivered by the Supplier and all the remaining commercial terms not dealt with by this Agreement and shall be executed by the Parties.
18. The Supplier shall not be entitled to subcontract the supply of Goods and Services (in whole or in part) without the prior written consent of Banglalink. If, in any case, the Supplier subcontracts the whole or part of it to another party, the Supplier shall be liable for any works conducted by the subcontractor.
19. The Supplier or any of its representatives/workers/agents/subcontractor shall not engage in any activity which is directly or indirectly detrimental to Banglalink's interest or shall not commit any acts of misappropriation, breach of trust or abetting misappropriation or breach of trust in performing the contract.
20. The Supplier warrants that he/she shall supply the Goods and Services in accordance with the terms of this Agreement and Purchase Order. Supplier further warrants that it shall deliver the Goods and Services in a timely and professional manner, in conformance with that level of care and skill ordinarily exercised by other professionals in similar circumstances; and in compliance with all applicable laws and regulations.
21. Banglalink shall provide to the Supplier on an ongoing basis during the term of this Agreement such information and data as Banglalink determines to be required by the Supplier for the performance of duty under this agreement.
22. All the activities related to this project among the concerned partners shall be in compliance with all applicable laws and regulations.
23. **RIGHT OF AUDIT** : Banglalink shall have the right, at its cost, without any notice during general office hours to audit the Supplier to ensure its compliance with this Agreement,



including compliance with Clause 13, and to confirm all payments made by Banglalink. Banglalink may appoint an auditor to perform an audit and, if so, the appointed auditor will be subject to confidentiality obligations in relation to its review of the Supplier's Confidential Information. At the time of conducting an audit, the Supplier will provide full cooperation and grant access to all relevant documents, materials and facilities as reasonably required. The Supplier's refusal or obstruction to audit the Supplier's records shall be deemed to be a material breach of this term-sheet, and Banglalink shall have the right to terminate this Agreement immediately at any time upon giving written notice.

On behalf of Vendor:
<div style="text-align: center;"><i>(Signature)</i></div>
Name: Designation: Date: Company Seal: