



Banglalink Digital Communications Limited  
Tiger's Den, House # 04, (SW)  
Bir Uttam Mir Shawkat Sharak  
Gulshan-1, Dhaka-1212, Bangladesh.  
<https://www.banglalink.net>  
VAT Reg No: 000000036

## Purchase Order

Page : 1 of 3

Printed at : 10-MAR-19 02:46 PM

Supplier No : 2523

Name : Cross World Power Ltd.

Address : House # 15, Road # 27 Block-J Banani Dhaka,  
Bangladesh

PO Number :	58445
Revision :	0
Created By :	Fahim Mahmud
PR # :	25359
PO Delivery Date :	10-MAR-2019

Ship To/Bill To : Banglalink Digital Communications Limited

Requestor : Md. Mozahid Morshed

Confirm To : Monjorul

Reference : Diesel Generator (DG) for Gazipur and Cumilla Data center Under  
DBSS Project

Line	Item Code	Description	Quantity	UOM	Unit Price (BDT)	Amount (BDT)	VAT	Agreed Delivery Date
1	ENNETINFRA.ENLISTED.GENERATORS.3 0000266	Auto-Transfer Switch (ATS) - for 1000KVA	2	Piece	892,500.00	1,785,000.00	0.00	28-MAR-2019
2	ENNETINFRA.ENLISTED.GENERATORS.3 0000266	Auto-Transfer Switch (ATS) - for 800KVA	2	Piece	866,250.00	1,732,500.00	0.00	28-MAR-2019
3	ENNETINFRA.ENLISTED.GENERATORS.3 0000266	Installation Material package (1000KVA)	2	SET	1,732,500.00	3,465,000.00	0.00	28-MAR-2019
4	ENNETINFRA.ENLISTED.GENERATORS.3 0000266	Installation Material package (800KVA)	2	SET	1,575,000.00	3,150,000.00	0.00	28-MAR-2019
5	ENNETINFRA.ENLISTED.GENERATORS.3 0000266	Service fee: loading, unloading, delivery, Installation and comissioning of 1000KVA Genset at site	2	JOB	131,250.00	262,500.00	0.00	28-MAR-2019
6	ENNETINFRA.ENLISTED.GENERATORS.3 0000266	Service fee: loading, unloading, delivery, Installation and comissioning of 800KVA Genset at site	2	JOB	126,000.00	252,000.00	0.00	28-MAR-2019
7	ENNETINFRA.ENLISTED.GENERATORS.3 0000266	Sound Proof Canopy (1000KVA)	2	Piece	840,000.00	1,680,000.00	0.00	28-MAR-2019
8	ENNETINFRA.ENLISTED.GENERATORS.3 0000266	Sound Proof Canopy (800KVA)	2	Piece	551,250.00	1,102,500.00	0.00	28-MAR-2019
9	ENNETINFRA.ENLISTED.GENERATORS.3 0000266	Supply of 1000KVA genset	2	Piece	11,497,500.00	22,995,000.00	0.00	28-MAR-2019
10	ENNETINFRA.ENLISTED.GENERATORS.3 0000266	Supply of 800KVA genset	2	Piece	8,767,500.00	17,535,000.00	0.00	28-MAR-2019

Total (BDT) : 53,959,500.00 0.00

( Fifty-Three Million Nine Hundred Fifty-Nine Thousand Five Hundred Taka Only.)

Grand Total (BDT) : 53,959,500.00

\* 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.- Vendors shall provide valid VAT Challan (Mushak-11) along with treasury challan to Tax

( Procurement Approval )



**Banglalink Digital Communications Limited**  
**Tiger's Den, House # 04, (SW)**  
**Bir Uttam Mir Shawkat Sharak**  
**Gulshan-1, Dhaka-1212, Bangladesh.**  
<https://www.banglalink.net>  
**VAT Reg No: 000000036**

## Purchase Order

Purchase Order (PO) General Terms & Conditions Page : 2 of 3

Printed at : 10-MAR-19 02:46 PM

**Supplier No : 2523**

**Name : Cross World Power Ltd.**

**Address : House # 15, Road # 27 Block-J Banani Dhaka,**  
**Bangladesh**

<b>PO Number :</b>	<b>58445</b>
<b>Revision :</b>	<b>0</b>
<b>Created By :</b>	<b>Fahim Mahmud</b>
<b>PR # :</b>	<b>25359</b>
<b>PO Delivery Date :</b>	<b>10-MAR-2019</b>

**Ship To/Bill To :** Banglalink Digital Communications Limited

**Requestor :** Md. Mozahid Morshed

**Confirm To :** Monjurul

**Reference :** Diesel Generator (DG) for Gazipur and Cumilla Data center Under DBSS Project

Unit of Banglalink at the time of supplying taxable goods or rendering service. - 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.

\* All prices and amount on this order are expressed in (BDT)

\* VAT & Taxes (if any) will be deducted as per Govt's rules & regulations. Original VAT Challan (Mushuk-11) must be provided to Banglalink Tax Department within 2 working days of Goods or Service Delivery with PO reference (if applicable).

\* Supplier needs to submit invoice/bill along with all necessary documents to Banglalink along with PO Copy. Payment instruments will be handed over in next available payment date after the end of credit period.

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

\* If supplier fails to comply with the terms and conditions of this Purchase Order Banglalink Digital Communications Limited reserves the right to cancel it.

\* Supplier Tax Identification Number: 287375911315 and VAT Registration Number: 18131072640.

( Procurement Approval )



## Banglalink

The acknowledgement of the receipt of the PO shall bind the Supplier to the specific T&C of the PO and to the General T&C set out herein.

### i. Invoicing

VAT & Taxes (if any) will be deducted as per Govt's rules & regulations. Original VAT Challan (Mushuk-11) must be provided to Banglalink Tax Department/BL Dispatch within 2 working days of Goods or Service Delivery with PO reference (if applicable).

All invoices should be emailed to:

Supplier shall send the invoice referencing the Purchase Order number along with required documents including mushok-11 (receiving copy of BL dispatch/Tax Dept) through email addressing 'apinvoices@banglalink.net'. Banglalink shall not be liable to pay any interest for any late payment.

The invoices should be accompanied by the original Shipping/ Consignment notes, showing proper description, weights and rates, the amount of freight/ rail age/ delivery note/ Acceptance Certificate, if any. BL shall not be held responsible for any delays in payments if the invoice does not comply with General T&C.

### ii. Payment

The Supplier's invoice shall only be paid after the goods and/ or services have been delivered by the vendor and accepted by BL. In case of any error in the invoice BL reserves the right to pay only the portion of the invoice which is undisputed.

No payment shall be made to Supplier unless the invoice is accompanied by a copy of the PO, a copy of the delivery note duly signed by the respective department acknowledging the receipt of the goods/ services and the GRN number.

All invoices, shipping consignment, delivery notes and correspondence must reference the PO number.

### iii. Pricing

The price quoted on the PO is the final agreed price. All discounts shall be shown in the invoice. The price stated is inclusive of insurance and transport costs of the goods to the agreed delivery point, the cost of packaging as is necessary for the safe handling of the material ordered during transport and subsequent storage.

The Supplier shall remain responsible for all payment of all and any dues, levies, taxes and duties of whatever nature applicable to the goods. Payment to the Supplier shall be made net of any taxes to be deducted at source.

### iv. Confirmation of PO

BL reserves the right to cancel the PO in whole or in part if it does not receive an acknowledgment of receipt of PO from Supplier within 2 working days from the date of the issuance of the PO.

BL also reserves the right to cancel the PO where any of the specific or the general terms and conditions of the PO are not performed by the Supplier.

### v. Prior engagements

The acknowledgment of the receipt of the PO by the Supplier does not relieve the Supplier from any prior engagement that it has already contracted with BL.

The acknowledgment of the receipt of the PO shall signify the Supplier's acceptance of the PO but does not create a special relationship between the Supplier and BL.

That the Supplier, its employees or agents shall not make, provide or offer any gifts, entertainments, loans or other considerations to any BL employee or any of the employees relatives and confirm that no BL employee or any relative of any BL employee shall have any undisclosed interests in the Supplier's business with the Supplier's knowledge. The Supplier must disclose such relationships to BL immediately once information of such relationship comes to Supplier's knowledge.

### vi. Acts

The Supplier shall not act or represent itself to act in the name of BL.

### vii. Products Quality

The Supplier shall provide and exercise the reasonable care and skill of a competent and reputable Supplier of similar products when delivering the goods and services in accordance with the specification and the quality levels provided therein and in accordance with the necessary criteria pursuant to the laws and regulations of Bangladesh. The products shall be new, free from

defects in materials, production, design and construction and be manufactured from new and sound materials and be free from any third party lien, claim, title or interest.

The Supplier declares that the products shall comply with the requirements pursuant to any applicable law and shall not contain any substances prohibited pursuant to any applicable law, nor shall the products contain any substances that cannot be disposed of by means of a normal waste processing method.

### viii. Guarantees and Warranties

This warranty extends to replacing defective goods or equipment, labour as well as compensating for delivery cost and for any loss caused to BL, directly or indirectly, as result of defective goods or equipment.

The Supplier on acknowledging receipt of the PO from BL shall be deemed to warrant that the good supplied shall be free from inherent defects for a period of one year from the date of acceptance or delivery, whichever is the later. In particular the goods supplied shall be fit for the purpose for which they are intended.

In the instance where the Supplier has before placing of the PO provided a sample which has been approved by BL, the goods supplied shall be in accordance with the sample so supplied and approved.

Defective goods shall be returned by BL for repair or replacement and the cost for transport and insurance shall be recovered from the Supplier.

If a consignment or part of a consignment or product is rejected, the Supplier shall, within 2 weeks of being notified of the rejection and in accordance with the request of BL:

- Deliver the missing product, or
- Collect the rejected consignment or product and subsequently repair or, if so required by BL, replace it and finally deliver it after repair or replacement. Rejected consignments or products not collected may be returned at the Supplier's expenses and risk.

### ix. Product Liability Insurance and Unfair competition

The Supplier agrees to indemnify, compensate and hold BL harmless in full against any loss or claim that may arise from defective goods or equipment.

The Supplier hereby agrees that it shall not whether alone or in conjunction with others unfairly compete with BL in its line of business or do anything which would amount to unfair competition and in particular the Supplier shall not poach any of BL's clients.

BL is exonerated from any liability whatsoever regarding any liability that may arise from the execution of this PO. The Supplier further guarantees to BL that it has in place the necessary insurance coverage to ensure that BL is protected from any claims.

### x. Transfer of risk and Ownership

Unless otherwise expressly agreed in writing between the parties, risk in the goods or services shall be transferred upon delivery of the goods or services, and transfer of ownership shall take effect upon acceptance of the goods or services by BL, which shall be accepted by way of issuing a Certificate of Acceptance or a signed delivery note.

### xi. Delivery and Acceptance of goods and services

All deliveries shall be accompanied by a delivery note. The delivery note should be signed on behalf of BL as confirmation of receipt of goods and services.

Upon delivery of the goods or services BL shall examine and inspect the goods delivered or the services performed to establish that they are in accordance with the PO as well as carry out tests to establish that the goods are fit for purpose for which they are intended. BL shall then issue the Supplier with a Certificate of Acceptance/ signed delivery note certifying BL's acceptance of the goods or services. This certificate/delivery note shall establish the date on which BL takes ownership.

No delivery may be made prior to the date agreed with BL.

In the event of late delivery, where such delay in delivery exceeds one working day, a daily penalty of 0.5% of the invoice value, before VAT, may be imposed by BL. Further, BL reserves the right, at no cost to itself, to cancel the PO in whole or in part.

### xii. Intellectual Property

Supplier grants to BL a perpetual, irrevocable, nonexclusive license to use and exploit intellectual property rights related to any products/services without restriction. BL shall be entitled to grant a sub-license in respect to such rights to its customers or authorized persons.

Supplier indemnifies BL against any liability, damage, loss, costs and expenses (including legal expenses)

## Purchase Order (PO) General Terms & Conditions (T&C)

awarded against, incurred or paid by BL arising out of or relating to the exercise of the license rights and as a result of any claim that a product or its use infringes any intellectual property right of any person. This indemnity shall remain in force after the termination of these General Terms and Conditions.

Intellectual property rights shall not by virtue of this PO be passed from BL to Supplier or vice versa and such rights shall only be transferred, licensed or passed with the express written agreement of the parties.

In particular unless otherwise expressly agreed in writing all software, inventions, drawings, models or know-how, generally all intellectual property of whatever nature that would either be communicated by BL to the Supplier, or result from work carried out in the performance of an order, shall be property of BL, and on license or transfer of such intellectual property is hereby either granted or implied.

### xiii. Confidentiality

The Supplier binds himself not to make available to any third party any information that it may have obtained following the execution of this PO without the prior written authorization of BL.

### xiv. Subcontracting work

All rights and obligations arising from this PO may not be ceded, assigned, subcontracted nor transferred in whole or in part, without the prior written authorization by BL.

### xv. Cancellation

Should a Supplier not meet its contractual obligation in whichever manner, or appears to be incapable to fulfill its obligations, BL reserves the right to cancel the PO in whole or in part, without any judicial formality and without any indemnity. The cancellation shall be advised/communicated by registered letter or email.

The Supplier shall in such case be responsible for compensating BL for all costs, expenses, loss of earnings and losses suffered as a result of the Supplier's failure to deliver including but not limited to the costs and expenses of contracting another Supplier.

Cancellation of a PO shall not prejudice BL's right to take any actions concerning penalties for late/ no delivery, refund or deposits and advances, claims for compensation for losses suffered, and the additional cost of using another Supplier and delays occasioned. BL reserves the right to rescind any PO in part or in whole before the PO is executed.

### xvi. Waiver

No delay or omission by BL to enforce any right under these General Terms and Conditions against the Supplier shall be deemed a waiver of such rights.

If all or any part of any provision of these General Terms and Conditions shall be or become illegal, invalid or unenforceable in any respect, the remainder of that provision and/ or all other provisions hereof shall remain valid and enforceable, and the illegal, invalid or unenforceable provision shall be deemed replaced by the valid and enforceable provision having the closest possible legal and economic effect.

### xvii. Overriding Considerations

The above General conditions take precedence over the terms of sale of Supplier unless specifically waived by BL in writing. Should there be a contradiction between the general conditions expressed herein and the specific term appearing on the face of the PO, the specific terms of PO appearing on the face shall prevail.

In the event of conflict between these general terms and conditions and the terms of the agreement executed between the parties, the terms of the agreement shall prevail.

Should BL receive an official request for information from the government, any local authority of court of competent jurisdiction, the Supplier expressly authorizes BL to respond to the request in regards to the goods or services it shall have supplied to BL concerning their nature and the amount said.

### xviii. Dispute Resolution

Any dispute that may arise in respect of the subject matter of the PO and/or on the interpretation thereof, shall be subject to the Laws of Bangladesh notwithstanding the country where the order, delivery or execution took place.





## TERM SHEET

This Term Sheet dated, **05<sup>th</sup> 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
	<b>Grand Total in BDT</b>				<b>45,281,250</b>

Note: Considering 150rm power cable 650 M per set

Total: 3,01,87,500 F ✓

	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
	<b>Grand Total in BDT</b>				<b>23,772,000</b>

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: DSE 7220)	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 150mm 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: DSE 7220)	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 150mm 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	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. B. For minor SLA failure 0.2% for per day delay from the date of delivery; maximum cap is upto 10% of retention. [Total aggregated LD will be calculated after warranty period and will be adjusted with retention money payment]

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:

(Signature)

Name:

Designation:

Date:

Company Seal: