

Ref: BBL/Proc/Non-IT/CapEx-PR-1000008413/WO-08/19

March 28, 2019

Cross World Power Ltd

House # 15, Road # 27,

Block-J, Banani, Dhaka-1213

Phone: 9891442, 9860415; Fax: 880-2-8815160

Attn: Mr. Ariful Islam Manager Sales & Marketing

Work order regarding Generator Set (30 KVA Prime) for BRAC Bank Limited, at Mirzapur Branch.

Dear Sir,

We have accepted your revise offer for the following work dated on February 13, 2019 and thereby notify you the purchase of the following items/work as per terms and conditions mentioned here under:

| Item's Description  | Unit Price (Tk.) | Unit   | Total Price (Tk.) |
|---|------------------|--------|-------------------|
| Tempest Brand Generator Set:<br>Capacity: 30KVA(Prime)<br>Engine: Perkins, Alternator: Stamford<br>with Local Canopy and Local ATS<br>(Without Cabling, Installation & Commissioning Materials Charges) | 850,000          | 1      | 850,000           |
| Cabling, Installation & Commissioning Materials Charges   | At Actual        | 01 job | At Actual         |
| <b>Total Amount (Tk.)</b>   |                  |        | <b>850,000</b>    |

In Words: Taka Eight Lac Fifty Thousand Only

**Terms and Condition:**

1. Delivered at BRAC Bank Ltd, Mirzapur Branch-BRAC Bank Ltd., Ashokbor Biponi Bitan (1st Floor), Old Bus Stand, Mirzapur, Tangail.
2. BBL will deduct all applicable withholding Income Tax and VAT at source at the time of payment as per Government rules
3. Warranty: 3000 hours or 2 year warranty whichever comes first, effective from the date of delivery at the premises.
4. Delivery: Delivery lead time is 12 working days or as per site requirement.
5. Each party hereto agrees to indemnify, defend and hold harmless the other from and against any claim, action, proceeding, damage, liability, fine, penalty, cost and expense (including, without limitation, the reasonable fees and expenses of counsel and the costs of investigation and settlement) arising from any actual or alleged action or omission of the indemnifying party. The first party agrees to indemnify, defend and hold harmless BBL from and against any claim, action, proceeding, damage, liability, fine, penalty, cost and expenses (including, without limitation, the reasonable fees and expenses of repairing) arising out of its act, omission or negligence under this agreement.
6. Terms of Payment: 90% of the Total amount will be paid after successful delivery at the site and subsequent submission of the Bill with original challan, copy of Purchase order, installation certificate, which is duly signed by the authorized person of BBL. Rest 10%, will be paid after successful running for three months. Payments will be made through BRAC Bank Account only.
7. Bank reserves the rights to call for all relevant papers e.g. production, import, etc., for further clarification & or settlement of bill.
8. Bank shall have the liberty to impose any such penalty to recover their losses if in any case the contractor fails or refuse to deliver the product/services (as applicable) after issuance of Purchase order. Penalty shall be adjusted from any outstanding amount due. In all cases Bank's decision shall be final and conclusive. Bank shall have the right to delist or black list the contractor upon its discretion.
9. This price included 3XFree Servicing (without consumable items) for 1year.
10. If sub-standard quality is provided, the Bank reserves the right for outright rejection of the goods, which you will take back at your own cost and will replace with acceptable quality within 5 (Five) days of the rejection date.
11. BRAC Bank Ltd. will deduct the actual amount in case of any damages of the Bank's premises during delivery period.
12. If sub-standard quality is provided, Bank reserves the right for outright rejection of the goods, which you will take back at your own cost and will replace with acceptable quality within 05 days of the rejection date. If the item & or service provided by the vendor is not to up to the promised mark & despite several attempt vendor fails to match that, the Bank reserves the right to reject the product & or service. At so the Bank will realize any Bank's financed amount that has been wasted due to such event (i.e. construction work, time, manpower implemented, etc.) which shall be adjusted from any outstanding amount due. In all cases Bank's decision shall be final and conclusive.
13. Bank has the right to cancel the order anytime for the non-compliance of any Conditions mentioned above.  
Please sign a "Photo Copy" of this work order, if you agree to this, and return the same for our records or send us an email against this, as an acknowledgment of receipt and acceptance of the work order.

Authorized Signature

Received  
 [Signature]



proud member  
 global alliance  
 for banking  
 on values

