



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: 000000036-0001

banglalink

Purchase Order

Purchase Order (PO) General Terms & Conditions

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Supplier No : 2523

Name : Cross World Power Ltd.

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

PO Number :	62064
Revision :	0
Created By :	Md Fahmid Islam
PR # :	28372
PO Delivery Date :	

Ship To/Bill To : Banglalink Digital Communications Limited

Requestor : Md. Mozahid Morshed

Confirm To : Monjorul

Reference : Supply & Installation of 20 KVA Diesel Generator

Line	Item Code	Description	Quantity	UOM	Unit Price (BDT)	Amount (BDT)	VAT	Agreed Delivery Date
1	POWER.Supplies.Technical.30011026	Auto-Transfer Switch (ATS) for single generator + Commercial power Operation for 20 KVA Generator	3	Nos	10,747.00	32,241.00	2,418.07	30-APR-2021
2	POWER.Supplies.Technical.30011024	Installation Material/accessories excluding power cable for 20KVA(Prime rating & Standard sound proof)	3	Nos	18,209.00	54,627.00	4,097.02	30-APR-2021
3	POWER.Supplies.Technical.30011025	Installation & comissioning fee of 20 KVA new DG (Prime rating & Standard sound proof) & existing DG swap including loading, unloading, delivery to WH/Any sites	3	Nos	54,487.00	163,461.00	12,259.57	30-APR-2021
4	POWER.Supplies.Technical.30011028	One unit Generator Grounding with concrete slab (Civil work) for Different capacity of Generator	3	Nos	27,607.00	82,821.00	6,211.57	30-APR-2021
5	POWER.Supplies.Technical.30011029	Supply of 20 KVA (Prime rating & Standard sound proof) generatorat site (proposed site location : Around the Bangladesh)	3	Nos	623,329.00	1,869,987.00	140,249.02	30-APR-2021
6	POWER.Supplies.Technical.30011031	Supply of Sound Proof Canopy, sound level : (75-85) dBA @ 1 meter for 20 KVA Generator respectively	3	Nos	100,000.00	300,000.00	22,500.00	30-APR-2021
Total (BDT) :						2,503,137.00	187,735.25	
(Two Million Six Hundred Ninety Thousand Eight Hundred Seventy-Two Taka 25 Paisa Only.)						Grand Total (BDT) :	2,690,872.25	

* *Payment Terms: 100% payment will be made after work completion & acceptance within 90 (Ninety) days after correct commercial invoice submission to Banglalink along with work completion certificate.

*Liquidated Damages for Delivery delay: Liquidated damages will be imposed at 0.5% of PO value of delayed portion for per calendar day delay delivery after work completion time. Total aggregated penalty shall be maximum 20% of PO value of the delayed portion.

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

* Applicable VAT & Taxes (if any) will be deducted as per Govn't rules & regulations. Original VAT Challan (Mushuk-6.3) 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 invoice portal 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 mushuk-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 Warrantees

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.