



খগ ১৭৩৭২১২

[Handwritten signature]
Rashid

Contract Agreement

For

Supply, Installation, Testing and Commissioning of 5 Nos. 1500 KVA and 1 No. 500 KVA Diesel Generator for 13 Storied Brac University New Campus Building at Holding No. Kha 224, Merul Badda, Dhaka-1212.

Contract No: BRACU/New Campus/2021/040

Date: February 03, 2021

THIS AGREEMENT made on this Third day of February two thousand twenty one Christian era between **Brac University, 66 Mohakhali, Dhaka 1212, Bangladesh** (hereinafter called "the Employer" or "Purchaser") of the one part and **Cross World Power Ltd., Plot 1/B, Road 90, Gulshan - 2, Dhaka 1212, Bangladesh** (hereinafter called the "Contractor" or "Supplier") of the other part:

WHEREAS the Employer invited Tenders for **Supply, Installation, Testing and Commissioning of 5 Nos. 1500 KVA and 1 No. 500 KVA Diesel Generator for 13 Storied Brac University New Campus Building at Holding No. Kha 224, Merul Badda, Dhaka-1212** and has accepted the Tender submitted by the Contractor as the Tenderer for the execution of those supply and related services in the sum of **BDT 70,003,022 (Taka Seventy million three thousand twenty two only)** (hereinafter called "the Contract Price").

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”



খগ ১৭৩৭২১৩

[Handwritten signature]
[Handwritten signature]

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) the signed Contract Agreement
 - (b) the letter of Notification of Award
 - (c) the Conditions of Contract
 - (d) the Specifications
 - (e) the Design and Drawings
 - (f) the priced Bill of Quantities
 - (g) any other document listed anywhere in the Contract.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the supply, installation, testing and commissioning of Goods and Related Services and to remedy any defects therein in conformity with all respects of the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the supply, installation, testing and commissioning of Goods and Related Services and the remedying of any defects therein, the Contract Price or such

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”



খগ ১৭৩৭২১৪

other sum as it may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bangladesh on the day, month and year first written above.

For **Brac University**

Signature:

Name: Murshid Mahbub
Designation: Director, Procurement

For **Cross World Power Ltd.**

Signature:

Name: Md. Harunor Rashid
Designation: Chief Operating Officer

In the presence of

In the presence of

1. Signature:

Name: Maksud Ahmed Chowdhury
Address: 66 Mohakhali
Dhaka 1212

1. Signature:

Name: Md Ariful Islam
Address: Plot 1/B, Road 90
Gulshan 2, Dhaka 1212

2. Signature:

Name: Mohammed Moinul Islam
Address: 66 Mohakhali
Dhaka 1212

2. Signature:

Name: Maruf Ahmed
Address: Plot 1/B, Road 90
Gulshan 2, Dhaka 1212

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”

**BRAC UNIVERSITY
NEW CAMPUS DEVELOPMENT PROJECT
66 MOHAKHALI, DHAKA-1212, BANGLADESH**

Conditions of Contract

For

Supply, Installation, Testing and Commissioning of 5 Nos. 1500 KVA and 1 No. 500 KVA Diesel Generator for 13 Storied Brac University New Campus Building at Holding No. Kha 224, Merul Badda, Dhaka-1212

Employer: Brac University
66 Mohakhali, Dhaka-1212
Bangladesh

Contractor: Cross World Power Ltd.
Plot 1/B, Road 90, Gulshan - 2
Dhaka 1212, Bangladesh

Invitation for Tender No: BRACU/NCP/Proc/Tender/2020-65, Dated: March 01, 2020
Notification Award No: BRACU/NCP/NOA/2020-95, Dated: December 31, 2020
Contract No: Contract No: BRACU/New Campus/2021/040, Dated: February 03, 2021
Performance Guarantee No: 001131202000121. NCC Bank Ltd. Dated: January 07, 2021



GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

1.1 The following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined term:

- (a) **Completion Schedule/ Delivery and Completion Schedule** means the fulfilment of the Related Services by the Contractor in accordance with the terms and conditions set forth in the Contract;
- (b) **Contract Agreement/Contract** means the Agreement entered into between the Employer and the Contractor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein;
- (c) **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto;
- (d) **Contract Price** means the price stated in the invitation for signing Contract Agreement and thereafter as adjusted in accordance with the provisions of the Contract;
- (e) **Day** means calendar days unless otherwise specified as working days;
- (f) **Delivery** means the transfer of ownership of the Goods from the Contractor to the Employer in accordance with the terms and conditions set forth in the Contract;
- (g) **Goods** means raw materials, products and equipment and objects in solid, liquid or gaseous form, electricity, and Related Services;
- (h) **Government** means the Government of the People's Republic of Bangladesh;
- (i) **Purchaser/Employer** means an entity having administrative and financial powers to undertake the procurement of Goods, works or services, and for the purpose of the Contract, Brac University;
- (j) **Related Services** means services linked to the supply, installation, testing and commissioning of Goods and the remedying of any defects therein, as per the Contract;
- (k) **Supplier/Contractor** means a person under contract with an Employer for the supply of Goods and Related Services, and for the purpose of the Contract, Cross World Power Ltd.;
- (l) **Seller** means the foreign entity introduced by the Contractor to the Employer for the import of Goods that



will be used for the purpose of the Contract;

- (m) **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail;
- (n) **Performance Security** means the irrevocable and unconditional bank guarantee provided by the Contractor in favour of the Employer issued by a scheduled bank in Bangladesh as the guarantee for the performance of its obligations in respect of the Contract;

2. Documents Forming the Contract and Priority of Documents

2.1 The following documents forming the Contract shall be in the following order of precedence, namely:

- (a) the signed Contract Agreement
- (b) the letter of Notification of Award
- (c) the Conditions of Contract
- (d) the Specifications
- (e) the Design and Drawings
- (f) the priced Bill of Quantities
- (g) any other document listed anywhere in the Contract.

3. Corrupt, Fraudulent, Collusive or Coercive Practices

3.1 In pursuance of this requirement, the Employer shall

- (a) exclude the Contractor from participation in the concerned procurement process or reject the proposal of the Contractor or Notification of Award; and
- (b) declare a Contractor ineligible, either indefinitely or for a stated period of time, from participation in the procurement process of the Employer;

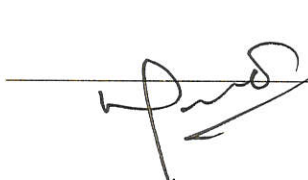

If at any time the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive and/or coercive practice or practices in competing for or in executing the contract.

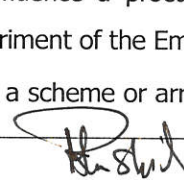

3.2 For the purpose of this provision, the terms used herein shall mean as follows:

(a) "corrupt practice" means offering, giving or promising to give, receiving, or soliciting either directly or indirectly, to any officer or employee of the Employer or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by the Employer in connection with a procurement process;

(b) "fraudulent practice" means the misrepresentation or omission of facts in order to influence a procurement process or execution of a contract to the detriment of the Employer;

(c) "collusive practice" means a scheme or arrangement between

two or more Tenderers, with or without the knowledge of the Employer (prior to or after proposal submission) designed to establish Tender prices at artificial, non-competitive levels, and to deprive the Employer of the benefits of free, open and genuine competition; and

(d) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence a procurement process or the execution of a Contract.

4. Interpretation

4.1. The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties hereto made prior to the date of the Contract Agreement.

4.2. No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

5. Eligibility

5.1. The Supplier and its sub-suppliers shall have the nationality of the country or countries specified in the Contract.

5.2. All Goods and Related Services supplied under the Contract shall have their origin in the country or countries specified in the Contract.

6. Governing Language

6.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser shall be written, as far as possible, in English. Supporting documents and printed literature that are part of the Contract may be in another language provided, if felt necessary, they are accompanied by an accurate translation of the relevant passages in English, in which case, for the purposes of interpretation of the Contract, such English translation shall prevail over the other languages. Routine correspondence between the parties may be in Bangla or in English.

7. Governing Law

7.1. The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.



8. Gratuities / Agency Fees

8.1. No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Tender or the Contract, shall be given or received in connection with the procurement process or in the Contract execution.

9. Communications and Notices

9.1 Communications between both parties to the Contract (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing.

9.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.





- 9.3 A party may change its address for notice hereunder by giving the other party notice of such change to the address.
10. **Assignment** 10.1 The Contractor shall not assign his rights or obligations under the Contract, in whole or in part, to any person or entity.
11. **Contractor's Responsibilities** 11.1 Delivery of the Goods and completion of the Related Services shall be in accordance with the Delivery and Completion Schedule and other related terms and conditions prescribed in the Contract Agreement.
12. **Employer's Responsibilities** 12.1 The Employer shall pay the Contractor, in consideration of the provision of Goods and Related Services, the Contract Price under and as per the provisions of the Contract at the times and manner prescribed in the Contract Agreement.
13. **Change Orders and Contract Amendments** 13.1. The Purchaser may at any time order the Supplier through a notice in accordance with GCC Clause 9, to make changes provided such changes do not materially affect the scope of supply, within the general scope of the Contract in any one or more of the following:
- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) The method of shipment or packing;
 - (c) The place of delivery; and
 - (d) The Related Services to be provided by the Supplier.
14. **Acceptance** 14.1 Acceptance by the Employer shall be completed in the form of a **Provisional Acceptance Certificate** issued by the Engineer; unless any defects in the supply installation, testing and commissioning of the Goods, any damage during transportation or any failure to meet the required performance criteria of the supply/Goods are identified and reported to the Contractor for remedying by way of rectification or replacement, within a reasonable period of time.
15. **Transportation** 15.1 Where the Supplier is required under the Contract to transport the Goods to a specified site within Bangladesh, transportation to such site shall include transportation costs, labour, insurance, other incidental costs, temporary storage, if any, as shall be specified in the Contract, which shall be arranged by the Supplier, and the related costs shall be deemed to be included in the Contract Price. The Contractor is required under the Contract to transport the Goods to a specified place of destination as specified in Tender document.
16. **Spare Parts** 16.1 As specified in the Contract, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:







- a) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- b) In the event of termination of production of the spare parts:
 - i. Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - ii. Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications for the spare parts, if requested.
- c) The Supplier shall carry sufficient inventories to assure ex-stock supply of spare parts as promptly as possible to ensure uninterrupted service.

17. Contract Price & Payment Terms

17.1 Contract Price:

The Contract Price shall be as specified in the Contract Agreement, subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract as stipulated in the Special Conditions of Contract (SCC).

17.2 When requested by the Employer for the purposes of making payments or partial payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with an item-wise price breakdown of any composite or lump sum items included in the Schedules.

17.3 Payment Terms:

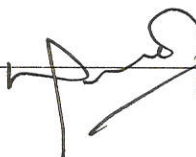

The method and conditions of payment to be made to the Contractor under this Contract shall be as follows:

- a. For Imported items as specified in clause 2 of **Additional Terms & Conditions for Imported Items**.
- b. For local items, 100% payment shall be made upon submission of Provisional Acceptance Certificate issued pursuant to Clause 14.
- c. All applicable local Taxes and VAT shall be deducted from the Contractor/Suppliers' bill.
- d. Payment of local items shall be made within twenty-eight (28) days from submission of correct bill and related supporting documents.

18. Taxes and Duties

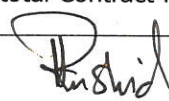
18.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies imposed or incurred against Delivery of the contracted goods and provision of the services to the Purchaser.





- 19. Performance Security** 19.1 The Performance Security shall be an amount equal to 10% of the total contract price and must be valid until a date twenty-eight (28) days beyond the date of the defects liability period.
- 19.2 The proceeds of the Performance Security shall be payable to the Employer as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract and, the Employer shall not make any claim under the security, except for amounts to which the Employer is entitled under the Contract.
- 19.3 The Performance Security shall be discharged by the Employer and returned to the Contractor not later than twenty-eight (28) days following the date of issuance of Final Acceptance Certificate upon successful completion of the Contractor's performance obligations under the Contract, including any warranty obligations as stated under Clause 22, provided that there are no claims filed against the Contractor.
- 20. Specifications and Standards** 20.1 The Supplier shall ensure that the Goods and Related Services comply with technical specifications and other provisions of the Contract.
- 21. Inspections & Tests** 21.1 The Employer shall have the right to test the Goods and Related Services to confirm their conformity to the Contract specifications. The Contractor shall at its own expense and at no cost to the Employer, carry out all such tests of the Goods and Related Services as required under the Contract.
- 22. Warranty** 22.1 Warranty shall be required from the Contractor for a minimum period of 365 (Three hundred sixty-five) days. The Warranty Period of the supplies/Goods shall start from the date of issuance of the **Provisional Acceptance Certificate** pursuant to Clause 14.
- 22.2 Final Acceptance by the Employer shall be completed in the form of a **Final Acceptance Certificate** issued by the Engineer; unless any warranty obligations apply.
- 23. Delays in Delivery and Extensions of Time** 23.1 The Contractor shall deliver the Goods and/or perform the Related Services within the period, as specified in the Delivery and Completion Schedule.
- 23.2 The Employer may extend the Delivery and Completion Schedule on reasonably acceptable grounds.
- 24. Liquidated Damages** 24.1 If the Contractor fails to complete the Delivery of Goods and Related Services within the Delivery and Completion Schedule specified in the Contract or as extended, the Employer shall, as Liquidated Damages, deduct from the Contract Price, a sum at the 0.05 percent-rate per day of delay of the Contract Price. The total amount of Liquidated Damages shall not exceed 10% of total Contract Price. The Employer may deduct



Liquidated Damages from payments due to the Contractor. Payment of Liquidated Damages shall not affect the Contractor's liabilities.

25. Limitation of Liability

25.1 Except in cases of criminal negligence or wilful misconduct,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay Liquidated Damages to the Purchaser; and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or supply, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.



26. Change in Laws and Regulations

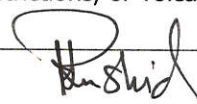
26.1 If any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Bangladesh (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery and Completion Schedule and/or the Contract Price, then such Delivery and Completion Schedule and/or Contract Price shall be correspondingly increased or decreased by mutual agreement between the parties, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.

27. Force Majeure

27.1 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;
- (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war;
- (c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel;
- (d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
- (e) natural catastrophes such as cyclone, hurricane, typhoon, tsunami, storm surge, floods, earthquake, landslides, fires, epidemics, quarantine restrictions, or volcanic activity;





(f) freight embargoes;

(g) acts of the Government in its sovereign capacity

27.2 A Party shall give notice to the other Party within seven (7) days after the party becomes aware, when it ceases to be affected by the Force Majeure and shall specify the obligations, the performance of which will be prevented.

27.3 The Contractor shall at all times use all reasonable endeavours to minimise any delay in the performance of the Contract as a result of Force Majeure.

27.4 The Employer may suspend the Delivery or Contract implementation, wholly or partly, by written order for a certain period of time, as it deems necessary due to Force Majeure as defined in the Contract.

27.5 Delivery shall be made either upon the lifting or the expiration of the suspension order.

27.6 The Contractor shall not be liable for forfeiture of its Performance Security, Liquidated Damages, or Termination for Default if and to the extent that its delays in performance or other failure to perform its obligations under the Contract is the direct result of an event of Force Majeure.

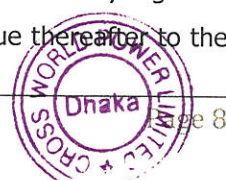
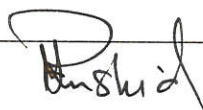
28. Termination

28.1 Termination for Default

- a) The Purchaser, without prejudice to any other remedy for breach of Contract, by giving twenty-eight (28) days written notice of default, may terminate the Contract in whole or in part:
 - i. if the Supplier fails to deliver any or all of the Goods and/or Related Services within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 23; or
 - ii. if the Supplier fails to perform any other obligation under the Contract; or
 - iii. if the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive or coercive practices, as defined in GCC Sub-Clause 3.4, in competing for or in executing the Contract.

28.2 Termination for Insolvency

- a) The Purchaser and the Supplier may at any time terminate the Contract by giving notice to the other party if either of the party becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the



other party.

- b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Sub-Clause 28.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods and/or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods and/or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

28.3 Termination for Convenience.

- a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - i. to have any portion completed and delivered at the Contract terms and prices; and/or
 - ii. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

29. Settlement of Disputes

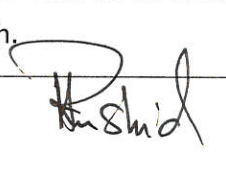

29.1 Amicable Settlement:

The Employer and the Contractor shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

29.2 Arbitration:

- a) If the Parties are unable to reach a settlement under Clause 29.1 within sixty (60) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub-Clause 29.2(b);
- b) The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force. The seat of the Arbitration shall be in Dhaka, Bangladesh and the language shall be English.



ADDITIONAL TERMS & CONDITIONS FOR IMPORTED ITEMS

1. Proforma Invoice:

Upon request from the Employer, the Contractor will send a 'Proforma Invoice' as per INCOTERM CIF Chattogram for the imported items, to finalize and open a Letter of Credit (L/C) from the Employer's Bank accordingly.

2. Payment for Imported Items:

2.1 As a part of the total Contract Price quoted in BOQ, on shipment, hundred percent (100%) of the price of the Goods shipped shall be paid through irrevocable letter of credit (L/C) opened in favour of the Seller in a bank in its country.

2.2 L/C commission, bank charges, insurance, L/C amendment charges if needed, etc. (cost of L/C) shall be paid by the Employer and will be deducted from the total Contract Price.

2.3 Insurance may have coverage for ICC-C, War & Strike Risk only but in case of any loss until Goods are delivered to the site, Contractor will reimburse the Employer full value of the BOQ item price for the imported item.

2.4 As a part of the total Contract Price quoted in BOQ, upon getting a request letter from the Contractor along with supporting documents of the costs, the Employer will pay customs duty as per H.S. Code, VAT, AIT and other port charges (import duties, import taxes, customs procedure fees and costs), which shall be deducted from the total Contract Price. Contractor will appoint C&F agent for customs and port clearing and transportation of Goods up to Project site.

2.5 C&F agent's commission and transportation, loading, unloading, port handling and all other clearing and transportation related charges of the imported items from port to destination shall be paid by the Employer which will be deducted from the total Contract Price after delivery of Goods at project site and submission of request letter from the Contractor along with supporting documents.

3. Place of delivery:

The Contractor will appoint C&F agent for customs and port clearing of the Goods and also arrange transportation, and all other incidental matters pertaining to the Goods, from the port to the Employer's site.

4. Price adjustment:

The Contract Price will not be adjusted for fluctuations of national & international market price of goods and changes in exchange rate of foreign currencies, except in the event of changes in duties and taxes imposed inside Bangladesh, in which case the change in the Contract Price, if any, shall be mutually agreed upon between the parties hereto.

5. Risk:

Notwithstanding anything to the contrary contained in the Contract, the Contractor agrees as follows:

    10



- (a) The responsibility of and risk associated with the delivery of the Goods at the Employer's site is and shall remain on the Contractor regardless of whether or not the Seller or any other person or entity commences and concludes actual delivery of the Goods.
- (b) The risk in the Goods shall pass to the Employer from the Contractor only upon completion of successful Delivery at the Employer's site as per the Delivery and Completion Schedule, subject to the satisfaction and final acceptance of the Goods by the Employer as evidenced in writing.
- (c) Prior to the completion of Delivery as stipulated herein, the Contractor shall be responsible for all the risks and costs, damages or demurrages incurred from or in relation to supply of the Goods, including but not limited to, full or partial damage, loss or detriment to the Goods sustained in transit.
- (d) If the Goods sustain any loss or damage in transit and while in custody of the Contractor or the custody of any person employed or appointed or designated by the Contractor, then:
 - (i) The Contractor shall remain liable and responsible for any loss or damage (whether or not foreseeable or anticipated by the parties), including without limitation, the full price of the imported items (that were in transit) as disclosed in the Bill of Quantities (BOQ).
 - (ii) The liability and responsibility of the Contractor as aforesaid shall remain valid and subsisting regardless of whether or not there shall exist any insurance coverage including without limitation ICC-C, War and Strike Risk, and the Contractor herein unequivocally agrees not to raise any defense of any collection rights of the Employer under any such insurance coverage.
 - (iii) The Contractor shall be liable and responsible to pay the loss and damage as stipulated herein above within 30 (thirty) days of receiving notice from the Employer with respect to such loss or damage (as aforesaid).

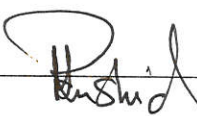
6. Others:

- 5.1. Variation in or modification of the terms of work order shall be made only by written amendment signed by the parties [The Employer and The Contractor].
- 5.2. Before opening L/C the Contractor must prepare shop drawing and revised BOQ as per manufacturer's requirement. They shall also check any missing item in the BOQ and if any, BOQ shall be modified accordingly.
- 5.3. All other terms and conditions will be as per LC / INCOTERMS.

SPECIAL CONDITIONS OF CONTRACT(SCC)

- 1. The Employer may engage external agents for the purpose of conducting inspection or pre-shipment inspection of Goods, provided that the Employer shall bear all of its costs and expenses.
- 2. The Goods shall remain at the risk and title of the Contractor until their final acceptance by the Employer.
- 3. The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed outside Bangladesh.

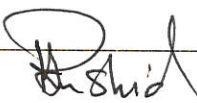







4. The Goods supplied under this Contract shall conform to the technical specifications and standards mentioned in Contract and related documents, designs, drawings, instructions etc.
5. The Contractor shall at its own expense and at no cost to the Employer, carry out all standard tests of the Goods and Related Services. The Contractor shall provide the Employer with a report of the results of any such test.
6. The Employer at its own cost shall have the right to test the Goods and/or Related Services to confirm their conformity to the Contract specifications.
7. The Employer or its designated representative shall be entitled to attend the tests and/or inspections, provided that the Employer shall bear all of its own costs and expenses incurred in connection with such attendance.
8. Whenever the Contractor is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Employer. The Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Employer or its designated representative to attend the test and/or inspection.
9. The Employer may reject any Goods and/or Related Services or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Contractor shall either rectify or replace such rejected Goods and/or Related Services or parts thereof or make alterations necessary to meet the specifications at no cost to the Employer within a reasonable period of time, and shall repeat the test and/or inspection, at no cost to the Employer.
10. The Contractor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, in accordance with existing industry standards. The packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage.
11. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements in any subsequent instructions ordered by the Employer.
12. The packaging must contain a "Packing List" which must reflect the actual contents of the package.
13. The Delivery of the Goods shall be in accordance with the Delivery and Completion Schedule mentioned in the Contract.
14. The details of shipping and other documents [Commercial Invoice, packing list, Bill of Lading, Certificate of Origin etc.] to be furnished by the Contractor shall be received by the Employer at least one (1) week before arrival of the Goods.
15. Contractor shall retain full responsibility for the Contract and cannot pass or assign any contractual obligations to the Seller under any circumstances.





16. Any subcontracting arrangements made during Contract implementation and not disclosed at the time of the Tendering shall not be allowed.
17. Subcontracting of any portion of the Goods or Related Services shall not relieve the Contractor from any liability or obligations that may arise from its performance.
18. Contractor shall retain full responsibility for the Contract and cannot pass or assign any contractual obligations to the Subcontractor under any circumstances.
19. The Engineer of the Brac University New Campus Project is **Engr. Syed Mazbahul Morshad**.
20. The Supplier and its Subcontractor(s) shall have the nationality of a country other than Israel.
21. All Goods and related services to be supplied under the Contract shall have their origin in the countries except Israel.
22. The Employer shall not be liable for any infringement of intellectual property rights arising from use of the Goods or Related Services procured. In case there are third-party claims of such infringement of patent, trademark, or industrial design rights, the Supplier must indemnify and hold the Employer free and harmless against such claims. The Goods and/or Related Services shall not be in contravention of Trademark Act, 2009 and Patent and Design Act, 1911 of Bangladesh and the rules/regulations made thereunder.
23. The Goods and Related Services supplied under this Contract shall be fully insured by the Supplier against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, installation, testing and commissioning in addition to the Contractor's all risks insurance until their acceptance by the Employer.
24. Unless otherwise specified in the Contract, if after the Contract, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Bangladesh (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery and Completion Schedule and/or the Contract Price, then such Delivery and Completion Schedule and/or Contract Price shall be correspondingly increased or decreased by mutual agreement between the parties, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.
25. Time for completion of the Contract is 180 (one hundred eighty) days from the date of issue of letter to commence supply, installation, testing and commissioning of the Goods.
26. The defects liability period for this Contract is 365 (Three hundred sixty-five) days from the date of issuance of the Provisional Acceptance Certificate.





