

Habibur Rahman

From: Md. Ariful Islam <ariful@cross-world.com>
Sent: Thursday, July 01, 2021 12:51 AM
To: 'Habibur Rahman Javed'; shipan@cross-world.com; 'Md. Sakib Ahmed Habib'
Subject: FW: Agreement Signing

Importance: High

Categories: Yellow Category, Green Category, Red Category

FYI....

Best Regards,

Ariful Islam | **CROSS WORLD POWER LTD** | **Manager , Sales** | | Plot 1/B, Road 90, Gulshan - 2, Dhaka 1212, Bangladesh | p: +880 2 5881 1858, 989 1442 | f: +880 2 5881 5160 | m: +8801755-514731, 01917-702 131 | e: ariful@cross-world.com | w: www.cross-world.com

 please consider the environment before printing this email

From: Mohammad Ashiqur Rahaman Tower & Infra Operations Technology

[\[mailto:ashiqur.rahman@grameenphone.com\]](mailto:ashiqur.rahman@grameenphone.com)

Sent: Wednesday, June 30, 2021 12:45 AM

To: Md. Ariful Islam

Cc: Hiram Kumar Paul Sourcing Finance; Tanvir Islam Bhuiyan Sourcing Finance; Md. Shahidul Islam Tower & Infra Operations Technology

Subject: RE: Agreement Signing

Importance: High

Dear Arif bhai

Please start Fuel tank arrangement work immediately. We'll issue PO soon after contract signing. The 1500kVA generator will be available immediate after Eid and so you need to work fast. For your convenience, please consider Jessore location as first priority.

Best Regards

Mohammad Ashiqur Rahaman

Deputy General Manager, Power Infrastructure Planning, Technology

Grameenphone Ltd.

+8801711506972

GPHOUSE

Bashundhara, Baridhara, Dhaka-1229

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Sensitivity: Internal

From: Tanvir Islam Bhuiyan Sourcing Finance <t_islam@grameenphone.com>

Sent: Tuesday, June 29, 2021 4:17 PM

To: Md. Ariful Islam <ariful@cross-world.com>

Cc: Hirak Kumar Paul Sourcing Finance <hirak@grameenphone.com>; Mohammad Ashiqur Rahaman Tower & Infra Operations Technology <ashiqur.rahman@grameenphone.com>

Subject: Agreement Signing

Dear Arif Bhai,

Please provide me the signed agreement copy at your earliest.

Regards,
Tanvir Islam

Sensitivity: Internal

Sensitivity: Internal

Contract for Supply of Goods/Service/Goods and Service

This contract is made and entered into at Dhaka ("Contract") on this 29th day of June 2021,

BETWEEN

Grameenphone Ltd., a public limited company incorporated in Bangladesh under the Companies Act 1994, having its registered office situated at GP House, Bashundhara, Baridhara, Dhaka-1229, Bangladesh (hereinafter referred to as '**GP**' or '**Purchaser**', which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors-in-interest, legal representatives, administrators and assigns), of the ONE PART;

AND

Cross World Ltd, a company incorporated in Bangladesh under the Companies Act 1994, having its registered office at 249–251 , Tejgaon I/A , Dhaka 1212 (hereinafter referred to as '**Vendor**', which expression shall, unless repugnant to the context or contrary to the meaning thereof, include its successors-in-interest, legal representatives, administrators and assigns), of the OTHER PART.

WHEREAS, the Purchaser intends to procure certain goods/service/goods and services from a reliable vendor and the Purchaser invited proposals from prospective vendors.

AND WHEREAS, the Vendor in response to the aforesaid invitation of the Purchaser submitted its/his/her/their proposal to the Purchaser and the Purchaser has conditionally accepted the proposal of the Vendor for providing certain goods/service/goods and services.

AND WHEREAS, it is necessary to reduce in writing the terms and conditions upon which the procurement is agreed upon.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto do hereby agree and covenant with each other as follows:

1. SCOPE OF SUPPLY:

Objectives

This is for the required fuel tanks along with the piping arrangement with 2 quantity 1500kVA and other rating existing generators. These are required for necessary fuel supply of the generators of GP data centers.

2. Background information (optional)

3. Scope of Supply requirements

The scope of work is supply 8000-liter fuel tank in pairs along with necessary piping arrangement with 2 quantity 1500kVA and other capacity existing generators at GP data centers. Below are the tentative required items and services...

SL NO.	DESCRIPTION		UOM	QTY	REMARKS
1	FUEL STORAGE TANK				
1.1	8000 LITER ABOVE GROUND DAY FUEL TANK	8000-liter Rectangular floor standing type fuel Storage day tank made with MS sheet 4mm thick, Level indicator, Overflow, gate valve, Ladder, Air Vent & with necessary fittings. Tank Dimension: LXWXH - 84" X 60" X 60"	Pcs	2	
1.2	Fuel Pipe	Ø75mm (inner), Seamless Mild Steel Pipe; Elbow, Tee, Flange, Nut-bolt, Washer, Gasket, etc. as required Welding Joint, leak testing, outside Red-oxide & Enamel Painted.		60	
		Ø50mm (inner), Seamless Mild Steel Pipe; Elbow, Tee, Flange, Nut-bolt, Washer, Gasket, etc. as required Welding Joint, leak testing, outside Red-oxide & Enamel Painted.		50	
		Ø25.4mm (inner), Seamless Mild Steel Pipe; Elbow, Tee, Flange, Nut-bolt, Washer, Gasket, etc. as required Welding Joint, leak testing, outside Red-oxide & Enamel Painted.	Meter	120	
		Ø25.4mm (inner), Flexible Wire Mesh Pipe		15	
1.3	Fuel/Water Separator	SWK 2400/40 Brand: Separ	Pcs	2	

1.4	Electric Pump	Electric Pump UFT to DFT fuel supply, 2Hp SP Motor,	Pcs	1	Water Pump
1.5	Auto Refueling Fuel System	Auto fuel level switch, sensor etc consider for Auto Monitoring of day fuel tank capacity .	Job	4	
1.6	Auto Day tank Fuel Monitoring System	Auto fuel level switch, solenoid valve, On / Off Auto switch, relay, timer etc. consider for Auto Monitoring of day fuel tank .	Job	1	
1.7	Supply, Installation & Commissioning of MCC panel	2Hp motor starter (DOL), SP, 50Hz with necessary relay, on/off switch etc.	Unit	1	
1.8	Fuel Pipe Plumbing works & Accessories	Accessory like fittings like, L bow , T joint, I joint , Converter , etc. for fuel pipe & plumbing to Engine.	Job	1	
1.9	Fuel Strainer	for 25.4 mm dia	Pcs	5	
1.10	Power Cable	4C 6 mm NYY	Meter	10	
1.11	PVC Flexible Pipe	1.5" dia		10	
1.12	Fuel Hose Coupler	3" dia	Nos	1	

NOTE:
-- ALL NECESSARY CIVIL WORK WILL BE DONE BY CLIENT AS PER CWPL ENGINEER INSTRUCTION. THIS SCOPE OF WORK AND BOQ IS PRELIMINARY MENTIONED ITEMS AND QUANTITY MAY CHANGE BASED ON ACTUAL MEASUREMENT



FUEL SYSTEM P&ID
DESIGN.pdf



GENERATOR ROOM
AND FUEL SYSTEM PF

The attached layout is a reference of required arrangement

4. Specification of the Software and its relevant services

Sl. no.	Description of the items and specifications
	Not applicable

5. Functional Requirements

1. Redundancy should be maintained so that all generators can be operated in case of 1 fuel tank cleaning
2. refueling of fuel tanks should not require generator shutdown.

3. there will be 2 quantity 1500kVA generators and all other will be less than 1000kVA generators to be connected with the pair of fuel tanks.

4. necessary ventilation of fuel tank room should be arranged.

6. Delivery Schedule or Project timeline /charter with Gantt chart (in case of project)

As per annex-03 (delivery)

7. Other Deliverables

NA

8. List of License of Software (if applicable)

NA

9. Progress report and deadlines (if applicable)

NA

10. Performance or Acceptance criteria or factors

As per supplier provided checklist which should be approved by user.

11. Documentation and Certificates (if applicable)

NA

12. Split of Parties' Responsibility

The purpose of this section is to specify the Parties' responsibilities concerning the Scope of Supply. As a general principle, the Supplier shall have the total responsibility for the ordered Scope of Supply. To be able to fulfill his obligations under the Contract, the Supplier may need information and/or assistance from the Purchaser where the Purchaser shall play supporting role which should be listed in the below table.

Description of responsibility task	Purchaser	Supplier of the 1500kVA generator or local partner of the generator supplier	Supplier of fuel tank & its necessary piping and other arrangement
PO issue	P		
Access permission to GP datacenter	P		
1500kVA generator installation & commissioning		P	
Other existing generator shifting to new location	P		
Fuel tank supply and installation along with other scopes mentioned above		S	P

Acceptance of fuel tank along with all arrangement for smooth diesel flow to generators		P	S
Fault / maintenance support during warranty period			P

P=Primary role, S= Supporting role

Activities not listed shall be understood as the Supplier's responsibility.

13. General requirement

1. Fire safety measures should be ensured in design and installation.
2. Proper PPE should be ensured for the installation service persons.

14. General guideline

NA

15. Other Terms & Conditions

NA

16. Warranty

As per annex-03 (delivery)

17. After sales Support

As per annex-07 (Maintenance & Support)

18. Remarks

NA

2. PURCHASE ORDER (PO):

This Contract embodies a frame agreement that does not bind the Purchaser unless any written PO given with reference to this Contract. The Goods/Service/Goods and Services in Clause 1 above shall be supplied in accordance with the PO issued by the Purchaser under the Contract and subsequent acceptance given by the Vendor to the Purchaser's respective PO. The PO with reference to this Contract shall be treated as an integral part of this Contract.

3. DELIVERY:

The Parties agree that the agreed liquidated damage is a genuine pre-estimation of the loss and damage to be suffered by the Purchaser for failure by Vendor to deliver as agreed without justifiable reason beyond its control, and not a penalty.

4. DEFECTS, REMEDIES AND DAMAGES:

The Vendor shall be responsible for all defects in Goods/Service/Goods and Service as to be decided by the Purchaser. The Vendor shall be under obligation to remedy any defect immediately after being notified by the

Purchaser without any additional cost to the Purchaser. The Purchaser shall have the right to claim damages from the Vendor for any and all loss suffered due to any defect in Goods/Service/Goods and Service provided by the Vendor.

5. PRICE AND PAYMENT:

- a. The Purchaser shall pay the Vendor and the Vendor shall accept the payment for Goods/Service/Goods and Service delivered against any PO under this Contract in accordance with the following table:

Sl.	Item/detail	Quantity (indicated in unit of measurement)	Unit Price in BDT (inclusive of tax)	Total Price in BDT (inclusive of tax)
		(a)	(b)	= a (b+c)
1	2 quantity 8000 Ltr Fuel Tanks with necessary connection and arrangement with 2 quantity 1500kVA generators & 5 quantity 800kVA generators as per mentioned scope-Savar	1	1953312	1953312
	2 quantity 8000 Ltr Fuel Tanks with necessary connection and arrangement with 2 quantity 1500kVA generators & 1 quantity 800kVA generators as per mentioned scope-Jessore	1	1723424	1723424
	2 quantity 6000 Ltr Fuel Tanks with necessary connection and arrangement with 5 quantity 800kVA generators as per mentioned scope-Gazipur	1	1359861	1359861

- b. All unit prices are inclusive of all taxes, such as income tax and other taxes, contributions and levies that may be levied on the Vendor or its personnel, local agent or site office of the Vendor or any other withholding tax incurred by the Vendor in respect of its personnel and subcontractor.
- c. If withholding income taxes are payable, the Purchaser shall withhold such sums from payments due to the Vendor and pay such amounts to the relevant authorities in accordance with applicable laws.
- d. All unit prices are exclusive of VAT and indirect taxes of like nature charged in accordance with applicable laws.
- e. Payment shall be based on relevant PO and shall be made in Bangladesh Taka (BDT) by the Purchaser to the account in Bangladesh set out in the invoice of the Vendor.

- f. The Vendor shall issue the invoice along with the VAT-6.3 or equivalent note approved by NBR following the price table above for the supply ordered mentioning Purchaser's VAT registration number /BIN (000000081-0001) after the actual date of delivery. Applicable VAT shall be separately stated in the invoice.
- g. The invoice and the VAT-6.3 or equivalent note shall refer to this Contract number and respective PO number.
- h. The Vendor shall submit its original invoice and necessary attachments within 30 days after the actual date of delivery at the Over the Counter (OTC) desk of the Purchaser located at GPHOUSE, Baridhara, Bashundhara or any other location as may be intimated by the Purchaser should there be a change.
- i. In case of single invoice, the Vendor shall provide the treasury challan of the deposition of VAT at the government treasury within 30 days of the receipt of the payment but in case of multiple invoices, the Vendor shall submit the same before or at the time of submitting the next invoice.
- j. Payment shall be made within 60 days from the receipt of correct invoice and the VAT-6.3 or equivalent note from the Vendor in favour of Grameenphone Ltd.
- k. Any claim (including but not limited to claims for liquidated damages or other damages) against the Vendor related to any PO issued under this Contract may be set off by the Purchaser against any payment due by the Purchaser.

6. TERMINATION AND CANCELLATION:

The Purchaser shall have the right to terminate this Contract or cancel any PO under this Contract at any time by providing 7 (seven) days prior notice without showing any cause. However, in case of any material breach of any obligation under the Contract or any PO issued thereunder by the Vendor, the Purchaser shall have the right to terminate the Contract or cancel any PO with immediate effect.

7. ABC, SUPPLIER CONDUCT PRINCIPLES (SCP) AND CONFIDENTIALITY:

The Vendor shall comply with the provisions as set out in this Contract as well as all provisions any other agreements and/or documents entered into with the Purchaser including without limitation the Agreement on Responsible Business Conduct (ABC), Supplier Conduct Principles (SCP), Non-Disclosure Agreement (NDA) etc. signed by the Vendor during the time of enlistment in the Purchaser's organization. Any breach of provisions in those agreements and/or other documents shall automatically amount to material breach of this Contract.

8. INTELLECTUAL PROPRIETARY RIGHTS(IPR):

The Vendor hereby warrants and undertakes that it has not infringed or does not infringe or shall not infringe the IPR of any third party so far as related with the service or product to be provided under the Contract. The Vendor shall indemnify the Purchaser against any or all costs or consequences as a result of such infringements. No IPR vested in the Purchaser shall be regarded as being transferred and/or assigned to the Vendor, in whole or in part, under the Contract. Subject to forgoing provisions, all maps, drawings, photographs, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Vendor under the Contract shall be the property of the Purchaser, shall be made available for use or inspection by the Purchaser at reasonable time and at reasonable place, shall be treated as confidential and shall be delivered only to the Purchaser's authorised officials immediately on completion of work under the Contract.

9. REPRESENTATIONS AND WARRANTIES:

The Vendor hereby represents and warrants that-

- a. It has all the required legal capacity and/or approvals under all applicable laws and regulations to enter into this Contract or to perform all obligations contemplated herein;
- b. Its signing representative has full authority to represent and commit the Vendor in all matters concerning the execution and performance of this Contract;
- c. The execution of, and performance by the Vendor of its obligations under this Contract do not constitute breach or violation of any applicable laws and regulations.

10. INSPECTION AND AUDIT

The Purchaser shall have the right to-

- a. Inspect Goods/Services/Goods and Service at any time.
- b. Audit at any time of any of the Vendor's records, files, or data related to performance of the Contract and or PO(s) issued thereunder. The purchaser's audit rights shall continue for a period of 5 (five) years after termination and/or expiry of the Contract.

11. VALIDITY

The validity period of the Contract shall be from 29th June 2021 to 29th June 2023 or the last day of performance of any outstanding obligations under any PO issued within date mentioned in (a) to the satisfaction of the Purchaser. The Contract may be renewed for further period after re-negotiation if both parties agree to do so on terms and conditions agreed by parties.

12. GOVERNING LAW:

This Contract and the PO(s) issued hereunder shall be governed and construed in accordance with the laws of Bangladesh.

13. DISPUTE RESOLUTION AND ARBITRATION:

The Purchaser and the Vendor shall use their best efforts to settle amicably all disputes arising out of or in connection with the Contract or PO(s) issued in reference thereto. If the parties are unable to reach an amicable settlement within twenty-eight (28) days of the first notice from either party on the matter(s) of disagreement, then either party may commence arbitration in accordance with Arbitration Act, 2001 and the place of arbitration shall be Dhaka, Bangladesh. The arbitration award shall be final and binding on the parties.

14. LIMITATION OF LIABILITY AND INDEMNITY

The parent, subsidiary, affiliated and related companies and their respective officers, directors, and employees of the Purchaser shall not be responsible for the Purchaser's obligations under this Contract. Without limiting the Vendor's obligations under the Contract, the Vendor shall also be responsible and shall indemnify the Purchaser in full for all direct or indirect losses of the Purchaser emanating from gross negligence or wilful misconduct of the Vendor's parent, subsidiary, affiliated and related companies/firms/entities as well as its officers, directors, and employees.

15. NOTICE AND COMMUNICATION

All communication concerning the Contract shall be directed to:

The Purchaser

Name: Tanvir Islam Bhuiyan
Telephone: 01711506620
E-mail: t_islam@grameenphone.com
Address: Grameenphone

The Vendor

Name: Ariful Islam
Telephone: + 8801755-514731
E-mail: ariful@cross-world.com
Address: 249 – 251, Tejgaon I/A , Dhaka
1212

Correspondence shall be delivered by registered mail signed by an authorized representative of the sending party, or by e-mail or facsimile or delivered personally to the address mentioned in this clause or at such address as the either party may notify to the other party from time to time through its authorized representative. Any correspondence shall be confirmed by the receiving party if so requested by the sending party without undue delay. The parties expressly agree that the relevant PO and/or the payment order/cheque to be issued by the Purchaser may be issued in the name of the Vendor or the Vendor's business concern, as the case may be, at the sole discretion of the Purchaser.

16. MISCELLANEOUS:

a. Non-waiver:

No waiver by either party of any provision in the Contract shall be binding unless expressly confirmed in writing and shall only be limited to that provision only without affecting any other.

b. Severability:

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions of the Contract or any PO issued thereunder.

c. Survival of Clauses

The clauses that shall survive expiry or termination of the Contract are “7. ABC, Supplier Conduct Principles and Confidentiality”, “8. Intellectual Property Rights”, “12. Governing Law”, “13. Dispute Resolution and Arbitration”, “14. Limitation of Liability and Indemnity” and any other clauses which explicitly indicate that they will survive the termination of the Contract.

d. Assignment:

The Vendor shall not assign its rights or obligations under the Contract without the prior written consent of the Purchaser. The Purchaser may, at its sole discretion, completely or partly, assign its rights and /or obligations under the Contract.

e. Sub-contracting:

The Vendor shall obtain prior approval of the Purchaser in writing for all sub-contracts to be awarded under the Contract. Sub-contracting shall in no event relieve the Vendor from any of its obligations, duties, responsibilities, or liability under the Contract. The Vendor shall ensure that all of its subcontractors shall comply with the provisions of the Contract as well as all agreements contemplated in Clause 7 hereof.

f. Non-Exclusivity of the Contract:

Unless otherwise specified in the Contract, the Purchaser shall have no obligation to purchase any minimum quantity of goods and or services from the Vendor, and the Purchaser shall have no limitation on its right to obtain goods and or services of the same kind, quality and quantity described in the Contract, from any other sources at any time. The Vendor also acknowledges that it has been engaged on a non-exclusive basis and neither this Contract nor any rights or obligations contemplated herein shall affect competition in the market in an adverse way.

g. Publicity and Confidentiality:

Without prejudice to any prior obligations of confidentiality that it may have, any publicity with regard to or in connection with the Contract shall require prior written consent of the Purchaser.

h. Independent Contractor :

For the purposes of the Contract, the Vendor will be considered as an independent contractor. Neither the Vendor nor its sub-contractors or employees or agents can claim to have any direct employment or agency relationship with the Purchaser.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals to this Contract in duplicate on the day, month, year and place first hereinabove mentioned.

For **Grameenphone Ltd.**

Signature.....
Name: Abul Kasem Mohiuddin Al-Amin
Designation: CPO

Signature.....
Name:
Designation:

In the presence of:

1. Signature.....
Date:

1. Signature.....
Date:

Tanvir Islam Bhuiyan
Specialist