

## Robi Axiata Limited

Robi Corporate Office, 53 Gulshan South Avenue, Gulshan-1, Dhaka-1212, Bangladesh.

T : +88 02 9887146-52, F : +88 02 9885463, Web : www.robi.com.bd

Business Identification Number(BIN): 000000178-0001



## Purchase Order

**CROSS WORLD POWER LTD**

**BIN:000421293-0203**

**249 - 251 Tejgaon I/A Dhaka**

**Dhaka 0000**

**Bangladesh**

**Your Contact person: Ariful Islam**

**Your Contact Number: +8801755-514731**

**Your Supplier ID with us: 105735**

**PO Number**

**4500050048**

**Version**

**Original**

**PO Date**

**25.10.2021**

**Robi Contact Person**

**Mr. Nakib**

**Robi Contact Number**

**Please deliver to: Robi Axiata Limited 53 Gulshan South Avenue, Dhaka**

**Earthing System deployment at Core site**

**Currency: BDT**

Sl#	Item Code	Description	Delivery Dt.	Quantity	UoM	Unit Price	Total Amount
10	30003147	Boring for grounding at GF/RT site Please deliver to: GPSDR34	30.12.2021	960.00	JOB	163.03	156,508.80
20	2191640	GI Pipe: 1" Please deliver to: GPSDR34	30.12.2021	720.00	M	165.00	118,800.00
30	2088383	Copper bus bar Please deliver to: GPSDR34	30.12.2021	12,000.00	CCM	13.50	162,000.00
40	2072694	1 x 70 RM, NYY FR Power cable Please deliver to: GPSDR34	30.12.2021	1,200.00	M	1,100.00	1,320,000.00
50	2089220	GND Cable Laying 120-150 RM (Copper) Please deliver to: GPSDR34	30.12.2021	1,200.00	M	150.00	180,000.00
60	2072704	Supply of Cable lug, 70-150 rm Please deliver to: GPSDR34	30.12.2021	240.00	EA	67.00	16,080.00
70	30005157	1.5" UPVC pipe Please deliver to: GPSDR34	30.12.2021	1,200.00	JOB	185.00	222,000.00
80	2088633	L-Clamp Please deliver to: GPSDR34	30.12.2021	240.00	EA	89.00	21,360.00
90	2394882	Black Tape Please deliver to: GPSDR34	30.12.2021	240.00	EA	28.00	6,720.00
100	2071766	Danger Plate Please deliver to: GPSDR34	30.12.2021	96.00	EA	389.00	37,344.00
110	2088631	Nut-Bolt-Spring Washer Please deliver to: GPSDR34	30.12.2021	360.00	EA	33.00	11,880.00
120	2199390	Insulator Please deliver to: GPSDR34	30.12.2021	120.00	EA	33.00	3,960.00
130	2088637	Royal Bolt, 10mm Please deliver to: GPSDR34	30.12.2021	264.00	EA	28.00	7,392.00
140	2088638	Nut-Bolt-Crocodile Washer Please deliver to: GPSDR34	30.12.2021	180.00	EA	61.00	10,980.00
150	30003148	Civil work for Grounding PIT (2'x2'x2') Please deliver to: GPSDR34	30.12.2021	24.00	JOB	12,990.00	311,760.00
160	30006955	Sanction load approval Fee>1000-1500 KW Please deliver to: GPSDR34	30.12.2021	1.00	JOB	400,000.00	400,000.00
170	2089377	100 W Solar Panel Please deliver to: GPSDR34	30.12.2021	50.00	EA	6,197.00	309,850.00
180	30006956	ELB PermissionFee1100-3000KVA Substation Please deliver to: GPSDR34	30.12.2021	1.00	JOB	102,000.00	102,000.00
190	2089378	HT cable 1X35 rm Please deliver to: GPSDR34	30.12.2021	300.00	M	1,500.00	450,000.00
200	30003210	Supply & Inst GI pipe (100mm) Please deliver to: GPSDR34	30.12.2021	5.00	JOB	1,227.00	6,135.00

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SI#	Item Code	Description	Delivery Dt.	Quantity	UoM	Unit Price	Total Amount
210	2089219	Cable Lay/Dismantle (185-400 rm) 1/4core Please deliver to: GPSDR34	30.12.2021	50.00	M	173.00	8,650.00
220	2089221	Cable Connection/Disconnection_185-400rm Please deliver to: GPSDR34	30.12.2021	10.00	M	213.00	2,130.00
230	30003056	Earth Excavation_excavated soil&dressing Please deliver to: GPSDR34	30.12.2021	30.00	JOB	170.00	5,100.00
240	30003057	Earth Filling with Grass Turfing Please deliver to: GPSDR34	30.12.2021	30.00	JOB	200.00	6,000.00
250	30003116	Dismantling of RCC work Please deliver to: GPSDR34	30.12.2021	30.00	JOB	1,223.60	36,708.00
260	2072749	Mechanical Interlock, 2 MCCB, 160-400 A Please deliver to: GPSDR05	30.12.2021	6.00	EA	3,014.00	18,084.00
270	2299405	MCB(SP): 6A-40A; Legrand Please deliver to: GPSDR05	30.12.2021	174.00	EA	286.42	49,837.08
280	2089384	Pilot Lamp (RYB) Please deliver to: GPSDR05	30.12.2021	36.00	EA	205.00	7,380.00
290	2088383	Copper bus bar Please deliver to: GPSDR05	30.12.2021	55,500.00	CCM	13.50	749,250.00
300	2088676	PanelBoardW800H1900D500,ACPDF1W/Eqvalnt Please deliver to: GPSDR05	30.12.2021	6.00	EA	360,000.00	2,160,000.00
310	2299334	Current Transformer: 50-500/5A Please deliver to: GPSDR05	30.12.2021	36.00	EA	600.00	21,600.00
320	2071767	Multifunctional Panel Meter Please deliver to: GPSDR05	30.12.2021	12.00	EA	24,658.00	295,896.00
330	2076832	AC- Timer Supply & Fitting for Dual AC Please deliver to: GPSDR05	30.12.2021	84.00	EA	1,370.00	115,080.00
340	2089242	Panel Control Cable Please deliver to: GPSDR05	30.12.2021	3,600.00	M	19.00	68,400.00
350	2072509	12 inch Cable Ties black Please deliver to: GPSDR05	30.12.2021	48.00	PKT	211.00	10,128.00
360	2089379	Cable tie, 18"" , Black Please deliver to: GPSDR05	30.12.2021	48.00	PKT	500.00	24,000.00
370	30003370	Supply & Inst. Cable lug, 185-400 rm Please deliver to: GPSDR05	30.12.2021	96.00	EA	311.00	29,856.00
380	2394885	Red Tape Please deliver to: GPSDR05	30.12.2021	36.00	EA	28.00	1,008.00
390	2076280	Yellow Tape Please deliver to: GPSDR05	30.12.2021	36.00	EA	28.00	1,008.00
400	2294980	Tape: Blue Please deliver to: GPSDR05	30.12.2021	36.00	EA	28.00	1,008.00
410	2394879	Blue Tape Please deliver to: GPSDR05	30.12.2021	36.00	EA	28.00	1,008.00
420	2295004	Tape: Green Please deliver to: GPSDR05	30.12.2021	36.00	EA	28.00	1,008.00
430	30003182	Supply & Inst PVC channel 50mm Please deliver to: GPSDR05	30.12.2021	120.00	JOB	52.44	6,292.80
440	30003183	Supply & Inst PVC channel 25mm Please deliver to: GPSDR05	30.12.2021	120.00	JOB	33.00	3,960.00
450	2088631	Nut-Bolt-Spring Washer Please deliver to: GPSDR05	30.12.2021	720.00	EA	33.00	23,760.00
460	2071763	Cable Gland (1.25"-3") Please deliver to: GPSDR05	30.12.2021	192.00	EA	89.00	17,088.00
470	30003143	Supply Support for Cable/Access Ladder Please deliver to: GPSDR05	30.12.2021	48.00	JOB	389.00	18,672.00

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SI#	Item Code	Description	Delivery Dt.	Quantity	UoM	Unit Price	Total Amount
480	2395433	Temperature Sensors Please deliver to: GPSDRO5	30.12.2021	6.00	EA	833.00	4,998.00
490	2089380	Cooling Fan (Panel type), 220V Please deliver to: GPSDRO5	30.12.2021	6.00	EA	889.00	5,334.00
500	2072741	Ventilator Filter Unit (Vermin prove) Please deliver to: GPSDRO5	30.12.2021	12.00	EA	644.00	7,728.00
510	30003371	Supply & Inst. Cable lug, 2.5-16 rm Please deliver to: GPSDRO5	30.12.2021	1,800.00	EA	9.00	16,200.00
520	2393185	Heat Shrink Tube: 25mm Please deliver to: GPSDRO5	30.12.2021	198.00	M	23.22	4,597.56
530	2072742	ON/OFF/Emergency push button switch Please deliver to: GPSDRO5	30.12.2021	84.00	EA	556.00	46,704.00
540	2089235	Fixing of Multifunctional Power Meter Please deliver to: GPSDRO5	30.12.2021	12.00	JOB	289.00	3,468.00
550	2089247	Fixing of MCB, SP, 6-32 A Please deliver to: GPSDRO5	30.12.2021	426.00	JOB	160.00	68,160.00
560	2495711	Fixing, MCCB, TP, 160-400 A Please deliver to: GPSDRO5	30.12.2021	12.00	EA	1,067.00	12,804.00
570	30006959	Magnetic ContactorFix370A,Coil100-250Va Please deliver to: GPSDRO5	30.12.2021	84.00	JOB	240.00	20,160.00
580	2089237	Relay Fixing,8-24 pin, AC/DC with base Please deliver to: GPSDRO5	30.12.2021	84.00	JOB	148.00	12,432.00
590	2089239	Transportation Charge Out Dhk Div Please deliver to: GPSDRO5	30.12.2021	6.00	JOB	8,267.00	49,602.00
600	30006958	Testing & Commissioning outside Dhaka Please deliver to: GPSDRO5	30.12.2021	6.00	JOB	10,400.00	62,400.00
610	2089219	Cable Lay/Dismantle (185-400 rm) 1/4core Please deliver to: GPSDRO5	30.12.2021	600.00	M	173.00	103,800.00
620	2072643	630 A TP, MCCB adjustable, 50 KA Please deliver to: GPSDRO5	30.12.2021	32.00	EA	29,400.00	940,800.00
630	2072750	Mechanical Interlock, 2 MCCB, 630-1600 A Please deliver to: GPSDRO5	30.12.2021	8.00	EA	4,795.00	38,360.00
640	2299405	MCB(SP): 6A-40A; Legrand Please deliver to: GPSDRO5	30.12.2021	128.00	EA	286.42	36,661.76
650	2089384	Pilot Lamp (RYB) Please deliver to: GPSDRO5	30.12.2021	80.00	EA	205.00	16,400.00
660	2088383	Copper bus bar Please deliver to: GPSDRO5	30.12.2021	88,320.00	CCM	13.50	1,192,320.00
670	2088676	PanelBoardW800H1900D500,ACPDF1W/Eqvalnt Please deliver to: GPSDRO5	30.12.2021	8.00	EA	360,000.00	2,880,000.00
680	2299334	Current Transformer: 50-500/5A Please deliver to: GPSDRO5	30.12.2021	48.00	EA	600.00	28,800.00
690	2071767	Multifunctional Panel Meter Please deliver to: GPSDRO5	30.12.2021	16.00	EA	24,658.00	394,528.00
700	2089242	Panel Control Cable Please deliver to: GPSDRO5	30.12.2021	1,600.00	M	19.00	30,400.00
710	2072509	12 inch Cable Ties black Please deliver to: GPSDRO5	30.12.2021	96.00	PKT	211.00	20,256.00
720	2089379	Cable tie, 18"" , Black Please deliver to: GPSDRO5	30.12.2021	96.00	PKT	500.00	48,000.00
730	30003370	Supply & Inst. Cable lug, 185-400 rm Please deliver to: GPSDRO5	30.12.2021	192.00	EA	311.00	59,712.00
740	2394885	Red Tape Please deliver to: GPSDRO5	30.12.2021	48.00	EA	28.00	1,344.00

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SI#	Item Code	Description	Delivery Dt.	Quantity	UoM	Unit Price	Total Amount
750	2076280	Yellow Tape Please deliver to: GPSDRO5	30.12.2021	48.00	EA	28.00	1,344.00
760	2294980	Tape: Blue Please deliver to: GPSDRO5	30.12.2021	48.00	EA	28.00	1,344.00
770	2394879	Blue Tape Please deliver to: GPSDRO5	30.12.2021	48.00	EA	28.00	1,344.00
780	2295004	Tape: Green Please deliver to: GPSDRO5	30.12.2021	48.00	EA	28.00	1,344.00
790	30003182	Supply & Inst PVC channel 50mm Please deliver to: GPSDRO5	30.12.2021	80.00	JOB	52.44	4,195.20
800	30003183	Supply & Inst PVC channel 25mm Please deliver to: GPSDRO5	30.12.2021	80.00	JOB	33.00	2,640.00
810	2088631	Nut-Bolt-Spring Washer Please deliver to: GPSDRO5	30.12.2021	1,080.00	EA	33.00	35,640.00
820	2071763	Cable Gland (1.25"-3") Please deliver to: GPSDRO5	30.12.2021	256.00	EA	89.00	22,784.00
830	30003143	Supply Support for Cable/Access Ladder Please deliver to: GPSDRO5	30.12.2021	64.00	JOB	389.00	24,896.00
840	2395433	Temperature Sensors Please deliver to: GPSDRO5	30.12.2021	8.00	EA	833.00	6,664.00
850	2089380	Cooling Fan (Panel type), 220V Please deliver to: GPSDRO5	30.12.2021	8.00	EA	889.00	7,112.00
860	2072741	Ventilator Filter Unit (Vermin prove) Please deliver to: GPSDRO5	30.12.2021	16.00	EA	644.00	10,304.00
870	2393184	Heat Shrink Tube: 50mm Please deliver to: GPSDRO5	30.12.2021	288.00	M	38.71	11,148.48
880	30003371	Supply & Inst. Cable lug, 2.5-16 rm Please deliver to: GPSDRO5	30.12.2021	600.00	EA	9.00	5,400.00
890	2089235	Fixing of Multifunctional Power Meter Please deliver to: GPSDRO5	30.12.2021	16.00	JOB	289.00	4,624.00
900	2089247	Fixing of MCB, SP, 6-32 A Please deliver to: GPSDRO5	30.12.2021	128.00	JOB	160.00	20,480.00
910	2495713	Fixing, MCCB, TP, 630-1600 A Please deliver to: GPSDRO5	30.12.2021	32.00	EA	2,000.00	64,000.00
920	2089239	Transportation Charge Out Dhk Div Please deliver to: GPSDRO5	30.12.2021	8.00	JOB	8,267.00	66,136.00
930	30006958	Testing & Commissioning outside Dhaka Please deliver to: GPSDRO5	30.12.2021	8.00	JOB	10,400.00	83,200.00
940	2089219	Cable Lay/Dismantle (185-400 rm) 1/4core Please deliver to: GPSDRO5	30.12.2021	800.00	M	173.00	138,400.00
950	2072681	250A, 36 KA TP MCCB, adjustable Please deliver to: GPSDRO5	30.12.2021	12.00	EA	12,500.00	150,000.00
960	2299404	MCB(SP): 50A-63A; Legrand Please deliver to: GPSDRO5	30.12.2021	252.00	EA	1,200.00	302,400.00
970	2089381	Magnetic Contactor, 65A, Coil 200-230Va Please deliver to: GPSDRO5	30.12.2021	84.00	EA	10,060.00	845,040.00
<b>Total PO Amount:</b>							<b>15,454,090.68</b>

(Total PO amount in words: BDT fifteen million four hundred fifty-four thousand ninety taka and sixty-eight paisha)

**Price Summary:**

Total PO Amount

15,454,090.68

VAT Amount

753,013.89

Total Amount (Including VAT, if any):

16,207,104.57

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1. Price are inclusive of all types of cost including AIT and VAT.
2. Delivery Time: The project delivery schedule shall be within 12 weeks from PO acceptance date.
3. Warranty terms: 30 months replacement warranty with agreed Terms and Conditions, agreement ref. Robi-LP-003328
4. Incoterm: DDP at Site/ Robi Warehouse
5. Supplier shall responsible for the warranty period by replacing of any parts/services if deviation found between actual delivered products/services and agreed specifications.
6. All goods and services will have to be supplied strictly as per approved sample/specifications as per agreed Terms and Conditions, agreement ref. Robi-LP-003328
7. Defective works / items will be rejected and for such cases both inward/outward carriages will be borne by the supplier, the supplier must replace rejected items within the time specified by the purchaser.
8. LD Clause: The goods are to be delivered at the place specified above and within the stipulated period, failure of which will affect Liquidated Damage@2% per week subject to a maximum ceiling of 20% of the Work/Purchase Order value shall be levied.
9. 100% of payment would be made within 90 days after successful delivery of the ordered quantity of the item(s) and upon issuance of PAT document, Invoice, Delivery Challan, GRN, Copy of PO/WO, Photograph and other relevant documents to Finance Division.
10. VAT / TAX and other Levies will be deducted at sources as per Bangladesh Government existing laws
11. Correct Invoice(s) shall have to be submitted by the vendor or otherwise if any loss is incurred due to inaccurate Invoicing, vendor will be held liable for that loss for submitting inaccurate/incomplete invoice.
12. All other terms and conditions as per agreement ref. Robi-LP-003328

For Robi Axiata Limited

Acceptance by Vendor/Supplier:

I accept to provide/supply the products/services mentioned in this order agreeing to all the terms and conditions.

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Vendor's Signature

## Definitions

'Anti-Bribery Laws' means all Applicable Laws relating to anti-bribery, anti-corruption or anti-kickbacks, which may include the Prevention of Corruption Act, 1947 of Bangladesh, Money Laundering Prevention Act, 2012, the Bangladeshi Penal Code, 1860, Anti-Corruption Commission Act, 2004, the Malaysian Anti-Corruption Commission Act 2009, the U.S. Foreign Corrupt Practice Act of 1977, the United Kingdom Bribery Act of 2010 and any other Applicable Laws in any jurisdiction.

'Anti-Money Laundering Laws' means all Applicable Laws relating to anti-money laundering or combating financing of terrorism, which may include the Money Laundering Prevention Act, 2012 of Bangladesh, the Money Laundering Prevention Rules, 2019 of Bangladesh, the Anti-Terrorism Act, 2009 of Bangladesh, the Foreign Exchange Regulation Act 1947 of Bangladesh, Anti-Corruption Commission Act, 2004 and the relevant regulations and guidelines, including but not limited to, guidelines on anti-money laundering, issued and to be issued by the Bangladesh Bank (Central Bank of Bangladesh), the Malaysian Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and any other Applicable Laws in any jurisdiction.

'Applicable Laws' means with respect to any person or thing, any supranational, national, state, provincial, municipal or local law, common law, regulation, directive, guideline, constitution, act of parliament, ordinance, treaty, convention, by-law, circular, guidance, notice, codes, rule (including the rules of any applicable stock exchange), order, injunction, judgment, decree, arbitral award, ruling, finding or other similar requirement enacted, adopted, promulgated or applied by an Authority, including any amendments, re-enactment or replacement of it, that has the force of law with respect to such person or thing in any relevant jurisdiction.

'Authority' includes any supranational, national, state, municipal or local government, governmental, semi-governmental, intergovernmental, regulatory, judicial or quasi-judicial body, agency, department, entity or authority, stock exchange or self-regulatory organisation established under statute and shall include persons exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

'Axiata Group' means Axiata Group Berhad and its subsidiaries.

'Control' means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise;

'Declaration' means the declaration required to be signed or agreed whether in written or electronic form by the Supplier prior to the entry into this Agreement;

'gratification' and 'financial or other advantage' includes facilitation payments, asset, benefit, loan, employment, agreement to render services, release, discharge of any liability, money, forbearance to demand money, forbearance from exercising any right or power, obtaining favourable treatment or improper commercial advantage, gifts, entertainment, favours, services or benefits, commission, valuable consideration of any kind and any service or favour and 'gift' is defined to include all forms of entertainment, travel and hospitalitys, donations and sponsorships.

'Politically Exposed Persons' includes any government official, any official of government departments, agencies or instrumentalities, any official or employee of public international organisations, political party official or, candidate for political office, any employee of a public body, any employee of a state-owned or controlled entity, or their respective representatives or proxies.

## Interpretation and Construction

1.1 In this Agreement, unless the context otherwise requires:

(a) words denoting the singular number include the plural and vice-versa;

(b) words denoting a gender include every gender;

(c) 'person' and words denoting natural persons include bodies corporate and unincorporated, governments, government officials, government departments, agencies or instrumentalities, officials of government departments, agencies or instrumentalities, public international organisations, officials of public international organisations, political party, political party officials, candidates for political office, or their respective representatives or proxies; and

(d) references to any legislation or law shall include any modification, amendment, re-enactment or substitution of that legislation or law and all regulations, directives, guidelines, by-laws, circulars, guidances, notices, codes, rules and statutory instruments issued under such legislation or law that has the force of law;

1.2 A rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it.

## Undertakings

2 Supplier shall observe and comply with all Anti-Bribery Laws and shall ensure that its directors, employees, representatives, agents and sub-contractors do not violate any Anti-Bribery Laws during the term of this Agreement.

3 Supplier shall observe and comply with all Anti-Money Laundering Laws and shall ensure that its directors, employees, representatives, agents and sub-contractors do not violate any Anti-Money Laundering Laws during the term of this Agreement.

4 Supplier shall not, under any circumstances and whether directly or through a third party:

(a) give, request, agree to give, promise, offer or authorise the giving, the entry into any agreement to give, promise, offer or payment of, any gratification or financial or other advantage:

1) to or from any person who is a director, employee or representative of any Axiata Group members or acting on its behalf; or

2) to or from any family member of such director, employee or representative; or

3) to or from any other third party;

as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to this Agreement or showing or forbearing to show favour or disfavour to any person in relation to this Agreement; or

4) do or carry out any acts in furtherance of a gift, agreement to give, offer, payment, promise to pay or authorisation referred to in Clause 4(a) above.

## 5 Representations and Warranties

Supplier hereby represents and warrants that:

(1) it has not, under any circumstances and whether directly or through a third party:

(a) given, requested, agreed to give, promised, offered or authorised the giving, the entry into any agreement to give, promise, offer or payment of, any gratification or financial or other advantage, to or from any person who is a director, employee or representative of any Axiata Group members or acting on its behalf; or

(b) to or from any family members of such director, employee or representative; or

(c) to or from any other third party;

as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to this Agreement or showing or forbearing to show favour or disfavour to any person in relation to this Agreement; or

(d) done or carried out any acts in furtherance of a gift, agreement to give, offer, payment, promise to pay or authorisation referred to in Clause 5(1)(a) above;

(1A) (i) it has not taken any action or acted in any way, in relation to the negotiation or execution of this Agreement and/or any Purchase Order, that may be in violation of Anti-Bribery Laws or Anti-Money Laundering Laws;

(ii) it has not, under any circumstances and whether directly or through a third party:

(a) given, requested, agreed to give, promised, offered or authorised the giving, the entry into any agreement to give, promise, offer or payment of, any gratification or financial or other advantage

i. to or from any Politically Exposed Person; or

ii. to or from any family members of such Politically Exposed Person

as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to this Agreement or showing or forbearing to show favour or disfavour to any person in relation to this Agreement; or

(b) done or carried out any acts in furtherance of a gift, agreement to give, offer, payment, promise to pay or authorisation referred to in Clause 5(1)(a) above;

(2) at any point in time, Supplier, the directors, controllers, agents or persons who are concerned in the management of the affairs of Supplier, and entities within the control of Supplier (individually or collectively 'Subject Person') has never been charged or been the subject of investigation by any regulatory agency or been debarred as a vendor or supplier to any government entity anywhere in the world in relation to any of the matters described in Clause 5(1)(a) or 5(1)(b);

(3) the Declaration made by Supplier is true, accurate and complete in all material respects; and

(4) Supplier has and will continue to have policies, processes and procedures in respect of bribery, corruption and money laundering in place and such policies, processes and procedures are consistently implemented, monitored and regularly reviewed.

## Obligations

6 If Supplier:

(a) identifies or becomes aware of any credible allegation or evidence indicating (i) that there exists a material weakness in any policies, processes or procedures of itself, any of its major shareholders, entities within the control of any of its major shareholders or entities within its control, that results, or would reasonably be expected to result in, a violation or significant risk of violation of any Anti-Bribery Laws or (ii) that it, any of its major shareholders, entities within the control of any of its major shareholders or entities within its control has violated, is violating, or is at significant risk of violating, any Anti-Bribery Laws (any such matter, a 'Compliance Matter'); or

(b) receives notice of any deficiency at itself or any of its major shareholders, entities within the control of any of its major shareholders or entities within its control identified by any Authority having jurisdiction over itself or any such shareholder or entity, whether in a report of regulatory examination or otherwise and which indicates a violation, or a significant risk of violation, of any Anti-Bribery Laws ('Regulatory Deficiencies'),

Supplier shall notify Axiata/Robi Axiata Limited in writing of this fact as soon as possible and in any event within seven (7) days.

7 Supplier shall, and shall procure that any of its major shareholders, entities within the control of any of its major shareholders or entities within its control, promptly develop appropriate responses and remedial actions with respect to any Compliance Matters or Regulatory Deficiencies and share these plans with Axiata/Robi Axiata Limited.

Axiata/Robi Axiata Limited shall have the right to review any and all such responses and remedial actions, and Supplier shall, and shall procure that its major shareholders, entities within the control of any of its major shareholders or entities within its control shall take all actions that Axiata/Robi Axiata Limited may reasonably request to remedy any such Compliance Matters or Regulatory Deficiencies to the reasonable satisfaction of Axiata/Robi Axiata Limited.

8 Supplier shall:

- (a) conduct its businesses and affairs in an ethical, responsible and accountable manner; and
- (b) maintain and develop a culture of compliance and policies and procedures reasonably designed to prevent unethical or improper business practices.

Supplier shall, and shall ensure that its directors, employees, representatives, agents and permitted or authorised sub-contractors shall, at all times, act in accordance with the highest ethical standards including in their dealings with any and all Authority.

9 Supplier undertakes to Axiata/Robi Axiata Limited that in performing its obligations under this Agreement, Supplier shall conduct itself in a manner consistent with Axiata /Robi Axiata Limited's Supplier Code of Conduct accessible at <https://www.axiata.com/our-business/suppliers>, which website/webpage may be updated from time to time.

10 Supplier shall immediately report to Axiata/Robi Axiata Limited if there is any director, employee, representative, agent or sub-contractor of any Axiata Group members asking for, receiving or attempting to obtain gratification or financial or other advantage for themselves or for others, with reasonable evidence to Axiata/Robi Axiata Limited's speak up channels which can be accessed through:

Website: <https://wrs.expolink.co.uk/axiata>; or

Phone: Call free to local services number 007 803 0114626; or

Mobile app: download 'Speaking Up by Expolink',

which channels may be updated from time to time.

Supplier's personnel and third parties

11 Supplier shall be fully responsible for the acts, omissions, defaults and neglect of its directors, employees, representatives, agents and permitted sub-contractors regardless of whether Supplier has knowledge of the same.

12 Supplier shall not allow any third party to carry out any part of the obligations under this Agreement without Axiata/Robi Axiata Limited's prior written consent. Notwithstanding the appointment of such third party, Supplier shall remain fully liable to Axiata/Robi Axiata Limited for the supply and performance of the Services/Deliverables and shall be fully responsible for the acts, omissions, defaults and neglects of such third party.

Maintaining records

13.1 Supplier must keep accurate and complete records and supporting documentation, both in hard copy and soft copy, to: demonstrate that it is in compliance with this Agreement and all Applicable Laws relating to the supply or performance of the Services/Deliverables and/or anti-bribery, anti-corruption and/or anti-kickbacks; and enable Axiata/Robi Axiata Limited to verify the accuracy of such records.

13.2 Supplier must preserve the records and supporting documentation referred to in Clause 13.1 for a minimum period of seven (7) years from the date of transaction, unless the Applicable Laws prescribe a period longer than 7 years, in which case the longer period shall be applicable.

14 Audit, Inspection and Access

1. Upon Axiata/Robi Axiata Limited's written request, Supplier shall allow Axiata/Robi Axiata Limited (or its representative or nominee) or any Authority to audit, inspect and access the relevant offices, premises, properties, facilities, books, records, correspondence, accounts, supporting documentation, officers and employees (including those of its permitted or authorised sub-contractors), and, to the extent Supplier is able to do so, its independent auditors for the purpose of investigating, verifying or a combination of both:

- a. any Compliance Matter or Regulatory Deficiency and the Supplier's development and implementation of appropriate responses to, and remediation of, such Compliance Matter or Regulatory Deficiencies;
- b. whether Supplier is complying with all Applicable Laws relating to the supply or performance of the Services/Deliverables, anti-bribery, anti-corruption and anti-kickbacks; and
- c. whether Supplier is complying with this Agreement.

The audit, inspection and access by Axiata/Robi Axiata Limited (or its representative or nominee) referred to in this Clause 14 may be conducted once every six (6) months as well as at any other time or times where there are reasonable grounds for Axiata/Robi Axiata Limited to believe that there exists any Compliance Matter or Regulatory Deficiency or non-compliance with any Applicable Laws relating to the supply or performance of the Services/Deliverables, anti-bribery, anti-corruption and anti-kickbacks, during the term of this Agreement and for two (2) years after the expiry or termination of this Agreement.

The audit, inspection and access by any Authority referred to in this Clause 14 may be conducted at any time and from time to time as required by such Authority, during and after the term of this Agreement.



2. Supplier shall, at its own cost, provide Axiata/Robi Axiata Limited (or its representative or nominee) or such Authority all reasonable assistance requested by Axiata/Robi Axiata Limited (or its representative or nominee) or such Authority in connection with an inspection or audit including but not limited to facilities, resources, equipment and soft and hard data.

Supplier shall ensure that its directors, employees, representatives, sub-contractors and agents provide full cooperation and access to all relevant information in any such audit or investigation. Axiata/Robi Axiata Limited, its representative or nominee and such Authority shall be entitled to make and retain copies of records and supporting documentation.

3. Supplier shall at all times operate a system of accounting in relation to, and maintain complete, detailed and accurate records and supporting documents for:

- a. compliance with all Applicable Law relating to the supply or performance of the services/deliverables and/or all Applicable Law relating to anti-bribery, anti-corruption and/or anti-kickbacks;
- b. the resources used by Supplier in performing its obligations under the Agreement and/or relevant Purchase Order;
- c. the unit amounts invoiced to Axiata/Robi Axiata Limited under the Agreement and/or relevant Purchase Order;
- d. expenditure, transactions or disbursement concerning the fees relating to the Services/Deliverables and all dealings and transactions in relation to its business and activities;
- e. practices, procedures, systems and general controls relating to the deliverables under the Agreement and/or relevant Purchase Order (including security);
- f. procurement and supply chain practices and activities of Supplier in relation to this Agreement and all Purchase Orders;
- g. any Authority's requests in relation to this Agreement and/or any Purchase Order; and
- h. any other reasonable purpose as determined by Axiata/Robi Axiata Limited from time to time.

4. All such records and supporting documents shall be maintained by Supplier in accordance with the generally accepted accounting methodology. Supplier shall retain all such records and supporting documents for a minimum period of seven (7) years from the date of transaction, subject to Applicable Law which makes it mandatory to preserve such records or supporting documents for a longer period.

5. Axiata/Robi Axiata Limited shall bear its own costs and expenses of the audit carried out by Axiata /Robi Axiata Limited (or its representative or nominee) under this Clause 14 (Audit, Inspection and Access) unless Supplier fails to perform any of its obligations in accordance with the Agreement or any Purchase Order or there is a discrepancy in the expenditure, transactions or disbursement of the fees relating to the Services/Deliverables in which case Supplier shall then bear the costs and expenses associated with the audit. Supplier shall bear its own costs and expenses of any audit carried out by any Authority under this Clause 14 (Audit, Inspection and Access).

6. This Clause 14 shall survive the expiry or termination of this Agreement.

15 (A) Nothing in Clause 14 shall require Supplier to disclose any information to Axiata/Robi Axiata Limited (or its representative or nominee) if such disclosure would violate any applicable law; and

(B) if Supplier fails to provide such access or such information in reliance on Clause 15(A) above, Supplier shall:

- (1) promptly and in any event within three (3) days provide a written notice to Axiata/Robi Axiata Limited stating that it is withholding such access or such information and stating the detailed justification therefor; and
- (2) use best endeavors to provide such access or information in a way that would not violate such law.

## 16 Indemnity

Supplier shall on demand defend and indemnify Axiata/Robi Axiata Limited, other members of Axiata Group and their respective directors, employees, representatives and agents (collectively 'Indemnified Persons') against all claims, demands, actions, proceedings, costs, expenses, losses, damages and liabilities howsoever incurred, suffered, paid or payable by the Indemnified Persons (including legal costs on a solicitor client basis and fines and penalties) in respect of any breach or breaches of the representations, warranties, undertakings or obligations dealing with anti-bribery, anti-corruption or anti-kickbacks as detailed under this Agreement and or Purchase Order. In the course of defending any claims, demands, actions or proceedings against any Indemnified Person, Supplier shall not make any settlement, compromise, admission or waiver of any defences available in respect of any such claims, demands, actions or proceedings.

This Clause 16 shall survive the expiry or termination of this Agreement.

## 17 Termination

Axiata/Robi Axiata Limited may terminate this Agreement, any Purchase Orders or both by giving written notice to Supplier ('Notice'):

- a) with immediate effect, if Supplier commits any breach of Clause refer to the representations, warranties, undertakings, indemnity or obligations dealing with anti-bribery, anti-corruption or anti-kickbacks as detailed under this Agreement and or Purchase Order or Axiata/Robi Axiata Limited has reasonable belief that this may occur;
- b) with immediate effect, if Axiata/Robi Axiata Limited receives a notice from Supplier pursuant to Clause 6 or Clause 1 under 'Conflict' or Axiata/Robi Axiata Limited has reasonable belief that this may occur;
- c) with effect from fourteen (14) days after the date of the Notice, if there is a change of Control of the Supplier;
- d) with effect from fourteen (14) days after the date of the Notice, if there is a merger of Supplier or any of its assets or businesses;
- e) with immediate effect, if the Declaration is found by Axiata/Robi Axiata Limited to be false, incomplete or misleading.

## 18 Step In Rights

### 18.1 If:

- a. Axiata/Robi Axiata Limited receives a notice from Supplier pursuant to Clause 6; or
- b. Axiata/Robi Axiata Limited has reasonable cause to suspect or believe that Supplier has committed any breach of Clause refer to the representations, warranties, undertakings or obligations dealing with anti-bribery, anti-corruption or anti-kickbacks, Axiata/Robi Axiata Limited may, without limiting any other rights or remedies it may have, step in and manage the provision of deliverables under this Agreement or any Purchase Order, in whole or part, by itself, through a third party or a combination of itself and the third party. All costs and expense incurred by Axiata/Robi Axiata Limited under this Clause 18 shall be borne in full by Supplier.

### 18.2 In the event that Axiata/Robi Axiata Limited elects to exercise its rights under Clause 18.1, Supplier shall provide:

- a. Access to, and all relevant rights to use, the facilities, systems, materials, intellectual property rights of Supplier; and
- b. Access to all premises in relation to which the Services/Deliverables are provided, at no charge to Axiata/Robi Axiata Limited. Without prejudice to any rights and remedies Supplier may have, Supplier shall not be entitled to receive or invoice the fees/charges related to such Services/Deliverables provided or performed by Axiata/Robi Axiata Limited, its personnel or any third party appointed by Axiata/Robi Axiata Limited. All costs and expenses incurred by Supplier in providing the facilities, systems, materials, intellectual property rights and assistance to Supplier for such step in pursuant to this Clause 18 shall be borne by Supplier.

## 19 Conflict

1. Supplier shall declare to Axiata/Robi Axiata Limited all work or relationships that may give rise to conflicts of interest between itself and Axiata/Robi Axiata Limited and other members of Axiata Group which will materially affect directly or indirectly Supplier ability to supply or perform the Services/Deliverables.

2. Subject to any restrictions imposed by law or confidentiality obligations, Supplier shall declare the existence of any pending or ongoing litigation against the Supplier which will materially affect its ability to supply or perform the Services/Deliverables under this Agreement and any Purchase Order.

Robi Axiata Limited ('Robi') and its majority shareholder, Axiata Group Berhad of Malaysia (collectively referred to as 'Axiata'), are strongly committed to observing the highest ethical standards in all its procurement activities and as such, the Axiata Anti-Bribery and Anti-Corruption (ABAC) have been prepared to provide a clear statement of Robi's as well as Axiata's expectation from all of its Suppliers, ensuring that internationally recognized procurement ethics are followed. I/We, CROSS WORLD POWER LTD, (hereinafter referred to as 'Supplier'), hereby confirm that I/we have read and understood the terms of the ABAC as attached to this Purchase Order (PO) and warrant, undertake and represent to be bound by its terms in relation to this Purchase Order 4500050048 and/or any subsequent Contracts and/or amendments and/or addendums and /or renewals and/or extensions thereof.