

01 July 2018

Daffodil Computers Ltd.  
64/3, Lake Circus, Kalabagan (2nd – 5th floor)  
Mirpur Road, Dhaka-1205.

Attention:

Mr. Md. Amjad Hossain  
Asst, Manager, Enterprise Solution

Dear Sir:

**Work order for Implementation of Security Surveillance System.**

With reference to your proposal for Implementation of Security Surveillance System at our factory at Hatiber, Uthura, Bhaluka, Mymensing and subsequent discussions with you, we are pleased to issue this work order for the same.

A. Work Order Date	01 July 2018
B. Scope of Work	Implementation of Security Surveillance System. Detail is attached herewith as <b>Annexure – A</b> as well as quotation dated 10 June 2018 provided by Daffodil Computers Ltd.
C. Contract Period	On or before 14 August 2018
D. Contract value	Approximate value is Tk. 1,087,668/= (Taka Ten Lac Eighty Seven Thousand Six Hundred and Sixty Eight) only excluding VAT. However, value of the contract may change depending on the required quantity.

**Terms & Conditions:**

**a) Payment:**

The company will pay the contract value in following manner:

- 50% with the work order;
- 40% after delivery of all products at site;
- 10% after one month from project handover.

**b) Income Tax & VAT:**

The above value is exclusive of VAT. **Income tax will be deducted as per Income Tax Ordinance, 1984.**

**c) Subcontracting:**

Daffodil Computers Ltd. shall not subcontract with any person or entity to perform all or any part of the work to be performed under this work order without the prior written consent of the company.

**d) Warranty:**

Daffodil Computers Ltd. will issue a warranty for two years, valid from date of finishing job. During this period Daffodil Computers Ltd. will provide any repair and replacement part except from any addition thereon. Further,

during the warranty period the company claim damage if any incidence occurred and accordingly Daffodil Computers Ltd. will be liable to pay such amount.

**e) Changes in the work:**

The company reserves the right to make changes at any time during the term of the work order or any renewals or extensions thereof:

- to increase or decrease the quantities resulting from variations between any estimated quantities in the work order and actual quantities;
- to make changes to the supply within the scope of the work order;
- to exercise an option to purchase or early payment option;
- to modify the time of performance that does not alter the scope of the work order to extend the completion date beyond the expiration date of the work order or any renewals or extensions thereof. Any such change shall be made by the company by notifying Daffodil Computers Ltd. in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, modifications or exercises of purchase options will not invalidate the work order. Daffodil Computers Ltd. agrees to provide the supply in accordance with the change.

Any claim for adjustment of the contract price must be made by Daffodil Computers Ltd. in writing within 5 (five) days from the date of such changes.

**f) Approvals:**

Equipment and materials shall not be manufactured or delivered to the job site without proper approval of the company.

**g) Hazardous Substances:**

Daffodil Computers Ltd. shall provide information to the company about the identity and hazards of hazardous substances supplied or used, if any, by them in the performance of the work order.

**h) Inspection and Rejection:**

No item(s) received shall be deemed accepted until the company has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. The decision of the company shall be final. It shall thereupon become the duty of Daffodil Computers Ltd. to remove rejected item(s) from the premises without expense to the company within 07 (seven) days after notification. Rejected item(s) left longer than 07 (seven) days will be regarded as abandoned, and the company shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the company's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, Daffodil Computers Ltd. shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If Daffodil Computers Ltd. fails, neglects or refuses to do so, the company shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to Daffodil Computers Ltd., the difference between the price stated in the work order and the actual cost thereof to the company.

**i) Feasibility Study:**

Before implementation Daffodil Computers Ltd. shall conduct feasibility study in specific location as determined by the company.

**j) Daffodil Computers Ltd. Integrity Provisions:**

Daffodil Computers Ltd. agrees to the following:

- i. They will maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of applicable laws or regulations, or other requirements applicable to them;
- ii. Daffodil Computers Ltd., its affiliates, agents and employees shall not influence, or attempt to influence, any employee of the company, its affiliates, agents and employees to breach the standards of ethical conduct;
- iii. Daffodil Computers Ltd., its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, other exercise of discretion, or violation of a known legal duty by any official or employee of the company;
- iv. Daffodil Computers Ltd., its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, them for and under this work order without the prior written approval of the company;
- v. For violation of any of these integrity provisions, the company may terminate this work order, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Daffodil Computers Ltd. from doing business with the company. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other.

**k) Protection of persons & property:**

Daffodil Computers Ltd. shall take all necessary steps for protection of persons and property. If any incidents occurred in performing the work, Daffodil Computers Ltd. will fully be liable for that. Besides, if any illegal occurrence done by Daffodil Computers Ltd.'s people, they also will be withdrawn from the work and will face legal proceedings. In no cases, the company will take any liability for such incidents.

**l) Termination or Suspension of the order:**

The company may terminate the whole or any part of this work order for any of the following reasons upon written notice to Daffodil Computers Ltd.:

- i. Failure to deliver the awarded item(s) within the time period specified on the work order or as otherwise specified;
- ii. Improper delivery;
- iii. Failure to provide an item(s) which is in conformance with the specifications as mentioned in the proposal of Daffodil Computers Ltd.;
- iv. Delivery of a defective item;
- v. Failure to begin work within the time period specified in the work order or as otherwise specified;
- vi. Failure to perform the work with sufficient labor, equipment or material to ensure the completion of the work in accordance with the work order;
- vii. Unsatisfactory performance of the work;
- viii. Failure or refusal to remove and replace any item(s) rejected as defective or nonconforming within fifteen (15) days after notification;
- ix. Insolvency or bankruptcy;
- x. Failure to protect, to repair, or to make good any damage or injury to property;

xi. Breach of any provision of this work order.

**m) Penalty:**

Further provided that if the work completion time exceeds the scheduled time, Tk. 5,000/= per day will be deducted from the final bill of Daffodil Computers Ltd.

**n) Force Majeure:**

Neither party will incur any liability to the other if its performance of any obligation pursuant to the work order is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes. Daffodil Computers Ltd. shall notify the company in writing within 5 (five) days of the date on which Daffodil Computers Ltd. becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall –

- describe fully such cause(s) and its effect on performance;
- state whether performance under the work order is prevented or delayed; and
- if performance is delayed, state a reasonable estimate of the duration of the delay.

**o) Applicable law:**

The work order shall be governed by and interpreted and enforced in accordance with the laws of Bangladesh.

If you are agreed with the terms & conditions mentioned herein above, you are requested to sign and return the duplicate copy of this work order as a token of your acceptance, along with the annexures.

Thanking you,

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**Rajib Shome**  
Managing Director

## Annexure-A

Qty.	Rate	Qty.	Total cost
64 CH 2U 4K & H.265 Network Video Recorder (NVR) Model : NVR-5864-4KS2 Brand : Dahua , Origin : China	60,000	1	60,000
3 Mega Pixel; Model : IPC-HFW1320SP; Brand: Dahua, Assemble in China	5,000	50	250,000
Brand: Dahua 2 MP Starlight Camera; Model DH-IPC-HFW4231D; Warranty: <b>3 Years</b>	9,900		-
Brand: Dahua 4 MP Starlight Camera; DH-IPC-HFW4431D, Warranty: <b>3 Years</b>	13,500		-
2 Mega Pixel Full HD, Model: SD6C230U-HNI, Brand: Dahua, Assemble: China.	52,000		-
08 Port Gigabit Switch, Brand: D-Link	4,000	12	48,000
16-Port PoE Switch, Brand: Planet, Model: FNSW-1600P			-
24 Port Gigabit Switch for Network Room, Brand: D-Link	10,500	1	10,500
24 Port 1U Loaded Fiber Patch Panel Brand: Systemax	7,000	1	7,000
1U Wire Manager in front for cable organizing Brand: Systemax	1,500	1	1,500
15U cabinet for Network Room Brand: Toten	16,000	1	16,000
6U cabinet for Outdoor Brand: Toten			-
10/12 inch DB Box for Switch and UPS (Local)	3,000	12	36,000
Media Converter Brand: D-Link	4,500	15	67,500
Media Converter Chassis (Chines)	7,700	1	7,700
Optical Fiber-6 Core Brand: ADP/Usha Martin	25	1,500	37,500
Optical Fiber-4 Core, Brand: ADP/Usha Martin	18	1,000	18,000
Fiber Patch Cord-SC-SC -1 Meter, Brand: ACnet	224	12	2,688
Fiber Patch Cord-SC-SC -3 Meter, Brand: ACnet	280	12	3,360
UTP Cat-6 Cable Brand: Dahua	9,300	13	120,900
Cat-6 Connector (100 pcs/pack) Brand: D-Link	2,800	3	8,400
TJ Box (Local)	700	18	12,600
40/76-Power Cable, Brand: Paradise	4,200	10	42,000
23/76-Power Cable, Brand: BRB/Poly			-
1"-PVC Pipe-10' RFL	160	1,200	192,000
4 TB HDD for NVR Record, Brand: WD/Segate	10,900	6	65,400
MK Box with Power Socket (China)	280	15	4,200
2 Pin Power Socket			-
Multiplug- 5 Point (Huntkey)	560	2	1,120
Accessories	30,000	1	30,000

Qty.	Rate	Qty.	Total cost
Fusion Splicing	700	29	20,300
Installation Charge (Camera, NVR, Cable Laying, Rack Organizing, Dressing, Marking, Power Cable Installation) Reptiles Farms Ltd should provide logistics Support & Civil work for Pole and Worker Fooding & Lodging	500	50	25,000
Monthly Maintenance Charge	free 2yr		
Buffer camera for better redundancy	2%		