



Contractor and Subcontractor

China National Cable Engineering Corporation & Wuxi Jiangnan Cable Co. Ltd JV

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hereafter referred to as the **Contractor**

and

SWC-MTE, JV

SW Construction (SWC) & M/S. Tushar Enterprise(MTE), JV

Ta-161/B, Middla Badda, Gulshan-Dhaka-1212

Tel: 01711 98 38 63

Email: swconstructionbd@gmail.com

hereafter referred to as the **Subcontractor**

Inquiry:

Quotation and Correspondence:

Subject Matter: Supply, Installation, Testing and Commissioning of Patuakhali-Payra 230kV Transmission Line on Turnkey Basis

Negotiated on:

Dated:

Participants:

Contractor

Position

Subcontractor

Position



This Contract Agreement (hereinafter referred to as "Agreement") is made and entered into on 22 January, 2018 by and between:

JV OF CHINA NATIONAL CABLE ENGINEERING CORPORATION (CCC) AND WUXI JIANGNAN CABLE CO.LTD (JIANGNAN), CHINA a company duly incorporated and existing under the laws of CHINA with its principle place No. 2, Tuanjiehu Road, Chaoyang District, Beijing, P.R China (hereinafter referred to as "**Contractor**").

And

SW Construction (SWC) & M/S. Tushar Enterprise(MTE),JV a company existing and duly organized under the laws of the Republic of Bangladesh, having its main office at Ta-161/B, Middla Badda, Gulshan-Dhaka-1212 (hereinafter referred to as "**Subcontractor**").

Either of Contractor or Subcontractor may also be referred to as "Party", while both of Contractor and Subcontractor, as "Parties".

WHEREAS, the JV of CCC and JIANGNAN (hereinafter referred to as "Contractor") has signed a turnkey contract with **Power Grid Company of Bangladesh**, (hereafter referred to as "Owner") for Design, Supply, Installation, Testing & Commissioning of Patuakhali-Payra 230 kV Transmission Line on Turnkey Basis. (CONTRACT NO: PGCB/230KV/PP/TL dated 26 September, 2017, hereinafter referred to as "**Main Contract**").

WHEREAS, Contractor desires to engage a qualified, competent, experienced and resourceful Subcontractor to execute part of works under the Main Contract which includes The execution of the Civil Works, Erection of towers, etc. (hereinafter referred to as "**Works**").

WHEREAS, Subcontractor, having the requisite qualification, experience, competence and resources, is ready and willing to execute the Works in accordance with the terms and conditions of this Agreement.



Owner and the Contractor.

7.6 After the completion of the Works the Engineers of the Subcontractor and the Contractor shall measure the actual quantities of Works and will together sign a protocol with the documented quantities.

7.7 Estimated total price of the Contract is 88,468,130.00 Tk.

8. SUBCONTRACTOR'S TAXES, LEVIES

The Subcontractor shall bear any taxes like personnel income tax or income tax payable on the company's profit and other taxes or levies due or asserted to be due to the Government of Bangladesh and/or local authorities.

9. ASSIGNMENT AND SUBLETTING

9.1 The Subcontractor shall not sublet the whole or part of the Contract Works to other parties without the prior approval of the Main Contractor. Any such consent shall not relieve the Subcontractor from any liability or obligation under the Contract and the Subcontractor shall be responsible for the acts, defaults and neglects of any of his representative or assignee, including such Subcontractor's agents, employees or workmen as fully as if they were.

10. CONDITIONS OF PURCHASE

10.1 The Subcontractor shall treat the Contract and everything contained therein as confidential, except as may be reasonably necessary for the Subcontractor to execute the works.

10.2 The Subcontractor shall be responsible for the proper fencing, guarding, lighting and watching of all the works, including materials supplied by the Main contractor until the works has been completed

11. VARIATIONS

11.1 In the execution of the Works, the Main Contractor shall have the right to issue alternations, additions, or omissions regarding quantity and specifications of the Works in writing or in words, once this kind of instruction is received, the Subcontractor has to undertake such alternations, additions or omissions in conformity with the Main Contractor's instruction strictly.

12. PAYMENT AND CONDITIONS



Payment shall be made in accordance with the following manner.

Progress Payment:

Eighty (80) percent of the Contract value (Unit prices shall be applied as per enclosed Annex 1 Price Schedule) shall be paid within 14 days on pro-rata basis against monthly progress reports. The Subcontractor shall submit the approved Progress Report certified (Joint Measurement certificate) by the Contractor Site Manager and PGCB Engineer and 7 days concrete Block(Cube)Test report along with his original invoice.

Ten (10) percent of the Contract value (Unit prices shall be applied as per enclosed Annex 1 Price Schedule) shall be paid within 28 days against inspection and acceptance of each working (Civil Works Tower Erection) procedure by the Contractor.

Ten (10) percent of the Contract value (Unit prices shall be applied as per enclosed Annex 1 Price Schedule) shall be paid within 60 days after Tower Erection work finish.

13. PERFORMANCE BOND

Subcontractor shall provide to Contractor within one month following the Effective Date (i) an irrevocable bank guarantee on first demand, substantially in the form as to this Agreement as **Annex 2** issued by a bank which was accepted by Contractor in advance in favor of Contractor, covering ten per cent (10%) of the Subcontract Price as a performance bond securing the Subcontractors obligations under this Agreement and valid until receipt of the Final Acceptance Certificate (the 'Performance Bond').

Contractor may be entitled to call on the Performance Bond in respect of any breach of contract or whatsoever liability of Subcontractor arising under this Agreement.

14. INSURANCE

14.1 In accordance with the provisions of the Contract, the Contractor shall at his own cost and expense effect and maintain insurance covering inland transportation to the Contractor's storage yard and/or to site of materials and equipment, and installation insurance with all risk clause covering third party, public liability and property damage, whereas the subcontractor will be supported by Contractor with project insurance if damage caused by subcontractor, subcontractor has to deal with Insurance company directly in this regard. All the damage costs and compensation will be beard by Subcontractor if the subcontractor could not manage it with insurance company or the