

# KEC

**KEC International Limited**

House No # 472 (1st Floor) Road No # 08, DOHS, Baridhara  
Dhaka-1206, Bangladesh, Phone : 8415458

Ref: KEC/COMILLA/WO/SWC/ 4343A

Date: 10.01.2015

**M/S S.W.Consortium**  
T-161/B , Middle Badda  
Dhaka,  
Mob:01710862670  
Email ID:kami\_corp@yahoo.com

**Attention: Md. Golam Mortuza**

**Sub: WO for Construction of Foundation work in Supply,Erection,Testing and  
Commissioning of 132kV Comilla north s/s to Comilla south s/s  
(Contract No - PGCB/ 132kV /TL/T-CGIP)**

Dear Sir,

With reference to your offer and subsequent discussion with you, we are pleased to place the order on you for construction of Pile foundation (Pile and Pile Cap work) in some portion of 132kV Comilla north S/S to Comilla south S/S

You are allotted **8 to 10 towers from APA1/3 to 4/0** in above transmission line project.

The unit prices shown in Annex- 2 are firm and shall apply for all locations of Comilla (North) to Comilla (South) Transmission line project under this work order. The rates are subject to deduction of AIT as per rule of GOB.

The terms and conditions shown in Annexure-1 are the integral part of this contract agreement and shall be strictly followed by you.

As discussed, you have to complete above scope of work (pile and pile cap) within **7<sup>th</sup> April 2015**. If you fail to achieve the desired progress as per our requirement we will cancel part or whole of this order without assigning any reason.

You shall familiarize yourself with the proposed route/tower locations to explore the possible routes for supply of construction materials to the site. In addition, our surveyor is in the field to assist you in locating the proposed tower locations.

Please acknowledge and accept the offer in the duplicate copy and return to us for our record and advised to deploy your gang in the above section of line at the earliest.

Thanking you.

Yours faithfully,  
For KEC International Limited

K.K.Sinha  
Country Head



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**RPG**

CONSTRUCTION OF 132KV D/C Comilla (N) to Comilla (S) TL OF PGCB UNDER  
NO. PGCB/132KV/TL/T-CGIP

## CONTRACT

Item	Description	Unit	Unit Price in BDT
1	<b>Pile Foundation</b>		
1.1	<b>Piling work</b> : Boring, providing and installation of bored Cast-in-situ RCC vertical piles of specified diameter and of any length below the pile cap with C30 grade of cement concrete, excluding the cost of reinforcement steel but including the cost Cement and the cost of boring with casing, bentonite solution and the length of pile to be embedded in the pile cap (length of pile for payment shall be measured from bottom of pile cap), all necessary labour, materials, plant, tools & tackles etc., complete, as necessary for proper execution of the job. (Boring in weathered rock, shell, fissured rock and soft rock excluded)	Cum	13750
1.2	<b>Pile Cap work</b> :Providing and laying in position C30 Grade concrete of specified 28 days strength for pile caps, pedestal/chimney and tie beam (if required) excluding reinforcement steel but including pile breaking, form work, all necessary tools and tackles,labour, materials, equipments for handling, transportation, batching, mixing, placing, vibrating, dewatering etc. all complete	Cum	12500
1.3	Excavation and back filling for all kind of work (sych as pile cap , pad & chimney and benching) required for completion of foundation work	Cum	125
1.4	<b>CC (Lean Concrete) work</b> :Providing and laying plain cement concrete 1:3:6 ratio including cement, all necessary tools and tackles, labour, materials, equipments for handling, transportation, mixing, placing, vibrating, dewatering etc.all complete including form work	Cum	7500
1.5	Fabrication and placing of steel reinforcement of specified grade for R.C.C. work in pile and pile cap, pedestal / chimney, tie beam (if required) including straightening, cutting, bending, binding etc. all complete	MT	3250
1.6	Stub Setting	Loc	2000
2	ROW clearance including payment of damaged compensation required for completion of Foundation work.		
2.1	For Pile work	Loc	20000
2.2	For Pile Cap work	Loc	17500
3	Testing of Pile Foundation		
3.1	Pile Intregity Test	Pile	1500
3.2	Uplift Test	Pile	140000
3.3	Compression Test	Pile	175000

Note : The above rates are subject to deduction of Income Tax.



Date: 10.01.2015

## ANNEXURE - 1

### TERMS AND CONDITIONS

The following terms and conditions are part of our order and are binding upon the subcontractor engaged by KEC International Limited (KEC).

#### **1. Scope of Work:**

The work offered here is:

A. Tower stacking, verification of position of tower wrt approved profile, pile layout, boring, fabrication and placing of reinforcement cage, installation of bored and cast in-situ piles of varying diameter, length and number as per approved drawings at the tower locations.

B. Construction of Pile Cap including verification of exact tower location prior to pile cap, excavation, shoring & strutting, de-watering, pile head breaking, sand filling, anchoring the pile reinforcement in pile cap, stub setting, fabrication and placing of reinforcement bars, supply, fixing/removing form work/ box, mixing and pouring concrete, compacting, curing, installation of tower grounding and removal of any extra earth or other material from the site.

C. Transportation of cement, reinforcement bars from your site store to location and stubs & cleats, fasteners and grounding materials from KEC's line stores to the locations.

D. Fabrication of reinforcement provided at KEC's line yard as per approved drawings. Transportation of fabricated reinforcement to locations, placement, welding, binding, etc. as required according to designs.

E. Supply of all construction materials conforming to PGCB specifications and consumable items, tools and equipment required for item A & B above, other than those provided by KEC (details given below).

F. Resolving all right of way and access related issues and payments of compensation.

#### **2. Materials to be provided by KEC:**

KEC shall provide the following materials free of cost from KEC's line store. You have to take the materials from KEC's Main store located at **village Hodgora, District->Comilla** . However MS Bar may be supplied directly from factory to your designated store as a special case depending up on the requirement/situation.

- (a) Reinforcement as supplied by the manufacturer at approved consumption rate.
- (c) Stubs & Cleats and Bolts & Nuts for foundation as per design
- (d) Grounding materials and fasteners for tower grounding as per design.

#### **3. Mobilization:**

You shall mobilize adequate number of rigs with complete accessories (concrete mixer, generators, welding machines, chisels, cutter, pile casings, vibrators etc.) at locations allotted to you. However, we reserve the right to demand and if necessary to deploy additional gangs, if we feel it is necessary to achieve our targets. Under such circumstances, the cost of gangs mobilized by us would be to your account.

#### **4. Program of work:**

The program of work shall be finalized in consultation with our site manager and engineers. We expect speedy execution of scope of work at locations after mobilization by you.



#### 5. Workmanship:

The work shall conform to specification of PGCB and to the total satisfaction of PGCB / KEC's representatives. All work shall conform to approved geometry of the structural elements.

To measure strength, concrete test cubes as suggested by the PGCB representatives shall be prepared and tested. The minimum number of cubes shall be taken and tested as per the terms of contract or as suggested by PGCB engineer during execution of work. The test report shall submit to us in duplicate for our perusal. This is an integral part of the scope of work detailed in section 1 of this Annex.

#### 6. Recoveries:

You shall submit material reconciliation statement at regular interval along with your monthly invoice and final reconciliation at the end of the work. We will recover shortages, if any, from you at the following rates:

- |     |                     |   |                        |
|-----|---------------------|---|------------------------|
| (a) | Stubs & Cleats      | : | BDT 140,000.00 per MT  |
| (b) | Nuts & Bolts        | : | BDT 150,000.00 per MT  |
| (c) | Grounding Materials | : | BDT 20,000.00 per Loc. |
| (d) | Cement              | : | BDT 500 per Bag        |
| (e) | Reinforcement       | : | BDT 90,000.00 per MT   |

#### 7. Quality of work:

You shall adhere to the specification of PGCB, and prevailing standards and practices applicable in this country.

#### 8. Safety:

KEC assigns very high priority for safety during work. All your workers should have the knowledge of basic safety measures at work. We will provide a copy of our safety manual. However, it is your responsibility to execute the project as per safe construction practices followed universally.

You shall provide sufficient number of safety boots, helmets, belts and gloves to the worker engaged in construction.

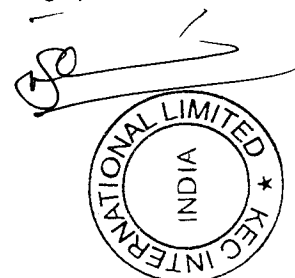
#### 9. Basis of Payment:

The scope detailed under section-1, above is payable on complete foundation including piles and pile caps of the location. The unit prices offered under this work order is composite and it includes prices of all activities described under section-1 "Scope of Work". The measurement of length and volume of concrete for Pile shall be from the bottom of pile cap as per the approved drawing and pile schedule.

The prices are firm and are not subject to revision. Billing cycle is a month.

#### 10. Others:

Our site office shall provide you approved drawings for construction. All work shall conform to these drawings. You are not authorized to draw any conclusion on your own. In case of any discrepancy, you shall discuss the same with our engineer/site manager and finalized the acceptable drawings/procedure before proceeding with the work.



→ All work described above shall be as per PGCB specification. You can refer the contract at our office, whenever required to ensure contractual compliance.

→ Any work left incomplete or unsatisfactory shall be adequate reason for cancellation of the contract and forfeiture of accumulated retention money until that date.

→ You have to resolve ROW related problems with land owners/local villagers, however KEC along with PGCB representatives would assist you to resolve the above issues if required.

→ The quantity of work done shall be jointly measured and certified by our engineer and PGCB and based on which you shall submit the monthly invoice along with the certified copy of worksheet to this office for payment.

→ In case we find the piles are not as per approved design and or the concrete is of inferior quality at any location, we would modify the foundation-pile & pile cap to ensure safety of the structure at that location. Under such circumstances, we will recover the total cost towards such rectification from payments due to you.

→ In Case PGCB proposes any rectification and/or rework later due to poor workmanship, the same shall be binding up on you and you shall execute the same at no additional cost to us. You shall settle all disputes about measurement and quality of work done, in an appropriate manner immediately after such disputes arise.

→ You shall work as a team under our site manager/engineers/supervisors. In case you anticipate any difficulties, our field in-charge shall be associated with each to take appropriate counter measures before stoppage of work. You shall be an integral part of our team for all such activities.

→ Your day to day program shall be finalized in consultation with our site manager/engineers.

→ You are responsible to clean all tower locations and any other site/location used by you after completion of construction/construction activities at that site/location. In case of any complaints lodged by land owners in this regard, you shall settle the same at your own expense.

#### **11. General Conditions:**

The rates agreed are considering:

(a) The possibility of idling due to non-availability of way leave, water logging or due to any known/unknown reasons. Under no circumstances we shall be liable to pay any compensation towards it.

(b) That you have studied the route, the specification of PGCB and are fully aware of their requirements.

(c) No revision of the rates during the course of execution.

#### **12. Compliance of Statutory Requirements:**

You shall comply with all statutory labor and related laws applicable in the Peoples Republic of Bangladesh. You shall indemnify KEC against any claim for compensation arising out of any accident to your laborer engaged for this work. You shall take necessary social security and workmen compensation cover for the workers and staff engaged by you in our work. You shall submit a copy of these policies to us for our record. However if you do not provide workmen compensation policy before commencement of work, we will take the same and the cost may be recovered from you.

In case of claim, arising out of dispute between you and your worker engaged under this project, you should resolve it at your own expense. We shall recover penalty/liability imposed on us due to non-compliance on your part, from payments due to you.

#### **13. Taxes:**



We shall deduct Withholding Tax ( Income tax) as applicable from time to time, from your invoices.

**14. Monthly Report:**

You shall submit a detailed report about the progress of work, photographs, details of manpower, tools and plants and machinery engaged to us before the last day of every month.

**15. Dispute:**

In case of any dispute, the laws applicable shall be the laws in force in the Peoples Republic of Bangladesh. The court in Dhaka shall have exclusive jurisdiction in all matters of disputes.

**16. Wastage:**

→ The permissible wastage including laps in accounting consumption of reinforcement for pile and pile cap is 2%.

→ Cement quantity shall be reconciled without any wastage.

**17. Payment & Retention:**

**(a) Monthly Payment:**

You shall submit the monthly invoice in the format provided by us for the work done along with work sheet duly approved by PGCB, cube test reports and crop compensation payment form latest by 7<sup>th</sup> of following month. We shall pay the 90% of the invoiced amount with in 7 days after we receive payment from PGCB for the respective locations.

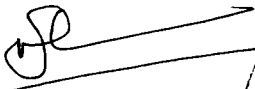
**(b) Retention:**

We would withhold the remaining 10% of your monthly invoice as retention. We shall pay the retained amount on satisfactory completion and energisation of the line and reconciliation of all materials issued under this work order. All the above payments are subject to AIT deduction as per prevailing rules.

**18. Penalty for Default:**

In case you failed to execute the scope awarded to you and if you abandon the site or if you fail to achieve targeted progress for reasons totally attributable to you, we would cancel a portion or whole of the scope of work awarded to you without any consultation with you. If you abandon the site, we recover the accrued retention until date as penalty for your non-performance.

If required, the work shall continue during the rainy season at the locations identified by our field engineer. Therefore, you shall not disband your gangs without our consent.

  
K.K.Sinha  
Country Head  
KEC International Limited

