



KEC International Limited

House No # 472 (1st Floor), Road No # 8,
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CPDC No : '0000047743
Effective Date : 22.09.2019

WO Number: KEC/ TC-928/FDN/2019/WO/006

Date: 1st October 2019

M/S SWZ CONSTRUCTION

House-427,Block-C,Khilgaon,
Dhaka,Bangladesh,
Mobile No:- (+88) 01711983863)

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Kind Attn. – Mr. Golam Mortuza

Contract: Design, Supply, Installation of Package TL-2 400KV Madunaghat-Matarbari Double Circuit Transmission Line on Turnkey basis.

Subject: **Work Order for Construction of Pile Foundation work.**

Dear Sir,

With reference to above letter 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 **400kV D/C Madunaghat – Matarbari Transmission Line**. You are initially awarded 11 nos of location. However, the same shall be revised according to the work progress at site.

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 must commence the piling by **1st week of October '2019**. 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. Minimum 4 no. of rigs at two shot must be mobilized in site according to our plan and program. 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.

Thanking you.

For KEC International Limited


K. K. Sinha
Country Head - Bangladesh



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. Laying of concreting for Cast- In-situe Piles & Pile-cap including verification of exact pile points, tower location prior to pile cap, excavation, shoring & strutting, de-watering, pile head breaking, sand filling, anchoring the pile reinforcement in pile cap, temporary sand filling to avoid foreign materials from working point, stub setting, fabrication and placing of reinforcement bars, supply, fixing/removing form work/ box, mixing for chimney works with proper form box/shuttering, compacting, curing, installation of tower grounding and removal of any extra earth or other material from the site.

C. Your scope of work includes procurement of Cement, Fine & Coarse aggregate, 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. MS Bar may be supplied directly from factory to your designated store, however sometimes you may require to collect it from KEC's line store for which no additional transportation charge shall be paid by KEC.

(a) Reinforcement as supplied by the manufacturer at approved consumption rate.

(b) If Cement is supplied by KEC, then cost shall be deducted from Contractor Invoice as per Prevailing market price.

(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 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 on your account.

4. Program of work:

The detailed schedule for completion of works allotted to your locations shall be submitted to us on 7 days from the receipt of this contract. On successful completion of fortnight, a review shall be conducted with respect to the program of work submitted and sources additional deployed to overcome the back lot if any,

The program submitted shall be adhered ensuring quality criterias on all sequences of works as per the standard norms and field quality plans.

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 according to Drawings approved by PGCB issued by KEC representative.

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 on completion of each month. 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 80,000.00 per MT |

The crop compensation's during damage of crops shall be recorded and paid through PGCB and KEC representative presence. On claim of each Invoice those compensation forms are to be claim in original also the clearance from the land owner shall be ensured by the contractor until completion of sequential activities.



7. Quality of work:

You shall adhere to the Technical specification of PGCB, KEC SOPs & 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 which are followed universally. All safety PPE's shall be ensured and certified from ISI, all workers and rig owners shall adhere to safety practices and ensure the working site is well equipped/operated with safety norms. Any irregularities and issues related to negligence on safety, and near mis-accidents occurrences in site due to negligence or non-availability of safety PPE's shall be purely on account of sub-contractor.

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 (30 days) ensuring all the supporting claim documents like Check list, Cube Test Reports, Material Consumption Statement, Compensation forms and Certification on invoices in original from Project Manager.

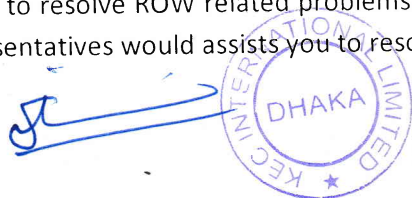
10. Others:

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. By signing this contract your works in site bound to ensure the quality of work as per the approved design and drawing and acceptance from the Client.

→ Any work left incomplete or unsatisfactory shall be adequate reason for cancellation of the contract and forfeiture of accumulated retention money until that date. Moreover the charges as penalty for leaving the agreed works or in ability on completion of works allotted or slow progression of works not aligning to the standard program submitted/agreed by you shall be accounted in-zoom for replacement of contractor with charges deducted from your running bills.

→ 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 after certification from Project Manager.

→ 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 arises.

→ 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.

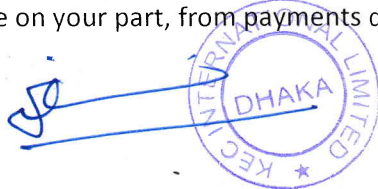
(b) That you have studied the route, the specification of PGCB and are fully aware of their requirements.

(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:

The unit prices shown in Annexure- II are firm and shall apply for all locations of above project. The rates are subject to deduction of AIT as per rule of GOB.

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 People's Republic of Bangladesh. The court in Dhaka shall have exclusive jurisdiction in all matters of disputes.

16. Wastage:

→ As overlap joints are already covered in the foundation drawing, No Overlap & wastage quantity is allowed. Contractor need to return the cut Piece to KEC store or else the shortage quantity shall be recovered from the contractor Bill.

→ Cement quantity shall be reconciled subject to conditions 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, Checklist, cube test reports and crop compensation payment form latest by 7th of following month. We shall pay the 90% of the invoiced amount within 30 days after receiving the invoice.

(b) Retention:

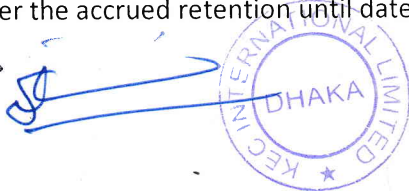
We would withhold the 10% of your monthly invoice as retention.

If stubs are supplied and Pile cap is not completed then 20% of amount will deduct from Piling Invoice; if stubs are not supplied by KEC then 10% retention will Hold from Piling Invoice.

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. Replacement of another contractor and the charges if additional are liable on your part, same shall be purely on your account; 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.

For KEC International Limited



K. K. Sinha 01/10/19
Country Head-Bangladesh

