

KEC

KEC International Limited

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

Ref: KEC/ C-542/ABTL/WO/

Date:09.09.2015

The Managing Director,
House: Ta-161/B,(1st Floor)
Middle Badda,
Gulshan, Dhaka- 1212,
Bangladesh.
swconsortium@gmail.com
01711983863

Attention: Md. Golam Mortuza

Sub: Work Order for Construction of Pile Foundation work in 400 kV D/C Transmission line from Ashuganj to Bhulta of PGCB under Contract No. PGCB/GoB/400Kv/ABTL dated: 20.05.2015

Your Offer: Ref : Nil Dtd : 09th August 2015

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 aforesaid project from **Tower no : 25/1 to AP No 27/0 total (twenty) locations only.**

The unit prices shown in Annex- 2 are firm and shall apply for all locations of above project. 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 maintain the completion time schedule of piling and pile cap work as per program given to you. 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. On receipt of this work order you shall submit a program schedule with all gang details from commencement upto completion of awarded task.


You shall familiarize yourself with the proposed route/tower locations to explore the possible access/approaches obtaining permissions from owners/land owners for supply of construction materials to the work spot/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.

Thanking you.

Yours faithfully,

For KEC International Limited


K.K. Sinha
General Manager &
Country Head: Bangladesh



Date: 09th September 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. 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. You have to take the materials from KEC's Main store. 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 minimum 10(Ten) 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 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

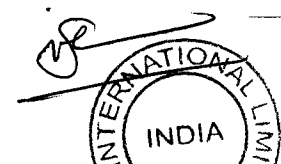
The crop compensation's during damage of crops shall be recorded and paid through PGCB and KEC representative presence. On claim of each Invoice those compensation forms are to be claim in original also the clearance from the land owner shall be ensured by the contractor until completion of sequential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

7. Quality of work:

You shall adhere to the 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 ours 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 ensuring all the supporting claim documents like check list, 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 assists you to resolve the above issues if required.

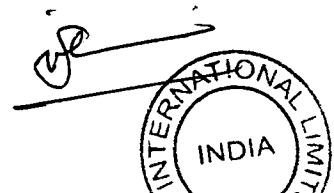
→ The quantity of work done shall be jointly measured and certified by our engineer and PGCB and based on which you shall submit the monthly invoice along with the certified copy of worksheet to this office for payment after certification from Project Manager.

→ 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 manger/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%.

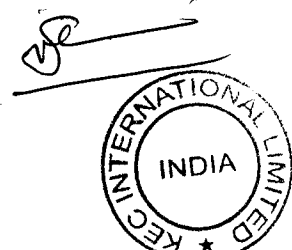
→ Cement quantity shall be reconciled subject to conditions without any wastage.

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, cube test reports and crop compensation payment form latest by 7th of following month. We shall pay the 90% of the invoiced amount within 7 days after we receive payment from PGCB for the respective locations.

(b) Retention:



Annexure-2

CONSTRUCTION OF 400 KV D/C TRANSMISSION LINE OF PGCB UNDER CONTRACT NO. PGCB/GOB/400kV/ABTL Dated: 20.05.2105

item	Description	Unit	Unit Price in BDT
1	Pile Foundation		
1.1	Piling work : Boring, providing and installation of bored Cast-in-situ RCC vertical piles of various diameter (500mm to 1000mm) and of any length below the pile cap with C30 grade of cement concrete, excluding the cost of reinforcement steel but including the cost of 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 cutoff level), 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	14000
1.2	Pile Cap work : 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 excavation, pile breaking, form work, installation of earthing of tower, all necessary tools and tackles, labour, materials, equipments for handling, transportation, batching, mixing, placing, vibrating, dewatering etc. all complete	Cum	12500
1.3	Excavation, Pile head breaking including backfilling and leveling shall be governed in Excavation price itself.	Cum	140
1.4	CC (Lean Concrete) work : 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, pile cap, pedestal / chimney, tie beam (if required) including straightening, cutting, bending, binding etc. all complete including cost of placing of rod, binding wires.	MT	3500
1.6	Stub Setting	Per Loc	2000
2	ROW clearance including payment of damaged compensation required for completion of Foundation work.		
2.1	For Pile work	Per Loc	30000
2.2	For Pile Cap work	Per Loc	20000
3	Testing of Pile Foundation		
3.1	Pile Integrity Test	Per Pile	1600
3.2	Uplift Test	Per Pile	250000
3.3	Compression Test	Per Pile	275000
Note : The above rates are subject to deduction of Income Tax as applicable.			

