



**POWER MECH PROJECTS LIMITED**  
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**WORK ORDER**

TO: A ONE CONSTRUCTION & LOGISTICS LIMITED 28,SONARGAON,JANAPATH ROAD, FLAT #(A-4) SECTOR # 1, DHAKA-1230  Vendor No :204267 Kind Attention :Iktear Uddin Phone No : PAN No :	Work Order No :6000020089 Date :19.06.2019 Amendment :0
	Contractor's Quot.Ref : OurRef/P.R.No : Plant : MAITREE STPP RAMPAL Profit Center : (Civil)(5051) MAITREE STPP RAMPAL(505002)

Sub:Execution of cast-in-situ reinforced cement concrete vertical pile boring and labor work on Back to Back basis for 2X660 MW MAITREE RAMPAL PROJECT, BANGLADESH.

WO Period From DT: 25.06.2019 WO Period To DT: 24.09.2019  <b>Delivery Address</b> POWER MECH PROJECTS LIMITED, C/O BHEL 2x660 MW STPP, RAMPAL,UPAZILLA,, 7040 BENAPOLE,Bangladesh.	<b>Value of Work</b> <span style="float:right"><b>24,525,600.00</b></span> <b>Total Order Value</b> <span style="float:right"><b>24,525,600.00</b></span>
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Value In Words:TWENTY-FOUR MILLION FIVE HUNDRED TWENTY-FIVE THOUSAND SIX HUNDRED BDT ONLY

Engineer ( Civil ):Valli  
 Contact No:  
 E-Mail:

<b>AGM CIVIL</b>	<b>VPCIVIL SCT</b>	<b>AVP CIVIL POWER</b>	<b>PROJECT DIRECTOR</b>	<b>CMD OFFICE</b>	<b>HODTAX</b>
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S.No	Material/Work Description	Quantity	UOM	Price Details Unit Price	Amount
10	Execution og Reinforcement works	For Cast in suit piles of 600mm dia			1,575,000.00

**Payment Breakup**

Payment against monthly RA bills will be released as per the breakup furnished as under.

1	400- Providing, straightening, cutting bending, placing in position at any level, binding in position of steel reinforcements of grade B500B confirming to BS 4449:2005+ A:2009 including cost of reinforcement steel, binding wire, labour, scaffolding, transportation to & from stores etc complete all as per specifications, drawings and as directed by Engineer. (REINFORCEMENT SHALL BE PROVIDED BY BHEL FREE OF COST AS PER TCC)	300.000	Metric Tonn	5,250.00	1,575,000.00
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20	2500- Piling work				22,950,600.00
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**Payment Breakup**

Payment against monthly RA bills will be released as per the breakup furnished as under.

1	C 2503 (aa) 30m for 600mm diameter Providing and installing bored cast-in-situ reinforced cement concrete vertical pile as per DIN EN 1536:2010-12 using cement concrete grade C30/37 confirming to BS EN 206:2013 with a minimum cement content of 400Kg per cum of concrete including all materials but excluding reinforcement steel (reinforcement steel to be paid separately) and including boring/drilling in all type of soils, providing temporary casing for stabilization of pile bore, bentonite/polymer slurry for drilling fluid, flushing of pile bore, cleaning, providing plasticizer wherever required, conducting quality tests on materials/concrete including concrete mix design, breaking pile head to cut off level and exposing pile reinforcement for embedment in pile cap etc including empty boring from ground level to pile cutoff level etc all complete as per specification, drawing and as directed by the engineer-in-charge for the following.(RMC SHALL BE PROVIDED BY BHEL/PMPL AT BATCHING PLANT IN PROJECT PREMISES . TRANSPORTATION FROM THE BATCHING PLANT UP TO THE POURING POINT SHALL BE UNDER THE SCOPE OF CONTRACTOR)	300.000	Numbers	76,502.00	22,950,600.00
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<b>S.No</b>	<b>Material/Work Description</b>	<b>Quantity</b>	<b>UOM</b>	<b>Price Details Unit Price</b>	<b>Amount</b>



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### 1. SCOPE OF WORK:

Execution of cast-in-situ reinforced cement concrete vertical pile boring and labor work on Back to Back basis for 2X660 MW MAITREE RAMPAL PROJECT, BANGLADESH.

### 2. TAXES:

a. The order value is Including AIT and it will be Paid as per Bangladesh Income Tax & all other Fulfillment of the entire local statutory is in the scope of contractor.

Contractor means: A ONE CONSTRUCTION & LOGISTICS LIMITED

Other conditions:

1. Power will be provided within the 50m from the working place.
2. Water will be provided at 50m from the working place.
3. Pile driven length will be measured from cut off level to pile termination level.
4. Working space should be clean and equal level.
5. WC policy is in contractor scope if incase PMPL paid it will be deducted from your running bill.
6. For Cage/ Rebar shifting trailer and hydra will be provided by PMPL within the contract period (5 months from the date of acceptance of work order), supporting man power is in contractor scope.
7. Diesel and Bentonite/polymer will be provided by PMPL as on recovery basis

### 03. COMPLETION PERIOD:

- a. Time period for completion will be 5 months from the date of acceptance of work order/commencement of the work.
- b. Mobilization of resources as per agreed schedule and immediately.
- c. If time taken to complete the piles within the time period increases extra rig has to be mobilized by contractor as per site requirement.
- d. PMPL/BHEL will provide RMC for 4 no piles per day. If RMC cannot be supplied due to various reasons suitable extension period will be given.

### 04. TOOLS & PLANTS:

- a. All tools and plants required are in the scope of contractor.
- b. Reinforcement cutting and bending machines will be mobilized by contractor at near piling site for cage making
3. If any Tools& Plants provided by PMPL the suitable amount will be deducted as on mutually agreed rental/ Invoice basis from your running bills duly considering market rates.

### 05. CONSUMABLES & OTHER MATERIALS:



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- a. All the required materials and consumables are to be provided by the sub-contractor except Reinforcement Steel and RMC.
- b. PMPL shall provide reinforcement steel for incorporation in the permanent Work as FREE SUPPLY. The material will be issued from BHEL/PMPL stores, within the plant premises.

The steel will be issued to the agency in standard lengths. In some instances for 8mm, 10mm & 12mm dia steel will be supplied in coil form. No extra claims will be entertained against issue of Non-standard lengths of steel and de-coiling of 8mm, 10mm & 12mm dia steel.

RMC supply by BHEL at Batching Plant & Transportation of RMC is in PMPL scope at work location.

- c. All the Reinforcement steel, issued by the PMPL shall be properly accounted for the total quantity of steel required for the work will be calculated from the approved Bar Bending schedule, approved laps, chairs and lugs. The measurement for payment as well as for accounting shall be based on the sectional weights as indicated in the following BHEL specifications.
- d. RMC Pouring wastage will be 1.5%. If wastage exceeds the specified limit the amount will be reduced 105% of BHEL purchase cost.
- e. Contractor has to collect the Rebar material at BHEL/Power Mech Store.

### 06. RETURN OF MATERIALS:

All surplus steel and all wastage materials will be taken back on weight Basis. Surplus, unused and unhampered steel shall be sorted section-wise and returned separately for a place directed by PMPL/Engineer within the project area. Return of such materials will not be entitled to any handling and incidental charges. All wastage / scrap (including melting scrap, wastage, and unusable scrap) shall be promptly returned to the stores and a receipt obtained for material accounting purposes. Return of such material will not be entitled to any Transportation and incidental charge.

### 07. SCRAP & SERVICEABLE MATERIALS:

All TMT measuring 3M and above in length shall be treated as serviceable materials provided they are in good and acceptable condition. TMT in less than 3 M length shall be treated as scrap.

ALLOWABLE WASTAGE: - (+ 3%) Three Percent of the theoretical consumption shall be considered as allowable wastage. Invisible wastage (max limit to 0.5%), if any shall be considered to be included in the specified 3 % allowable wastage.

### 08. RECONCILIATION OF MATERIALS:

The contractor shall submit a reconciliation statement of steel issued to him and steel procured by him with each RA Bill. They also should furnish an undertaking stating that the quantum of scrap generated is available under their custody in their stores

At the time of submission of bills, the contractor shall properly account for the material issued to him as specified herein to the satisfaction of PMPL certifying that the balance material are available with contractor's custody at site. At the time of submission of bills by the contractor, if it is noticed by PMPL that the wastage is high and calls recovery at the penal rate, then, PMPL will proceed for recovery for the excess wastage as per penal recovery rates as specified.



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The reference drawings for actual material consumption to be used for the purpose of reconciliation shall be drawings prepared by the BHEL and drawings approved by BHEL for fabrication works and such other drawings approved by BHEL. This shall also include the bar bending schedule prepared by the contractor and approved by BHEL.

### 09. RECOVERY OF MATERIAL:

If wastage exceeds the specified limit, the recovery of excess wastage shall be made from R/A Bill at the Penal Rate as per BHEL rate.

### 10. TERMS OF PAYMENT

- a. RA Bill should be submitted at 30 days interval to PMPL and Payment for the work done up to 30th of every month will be released by 20th of preceding month subject to the approval of work by client.
- c. The total financial commitment for this work order must not exceed the contract value.
- d. The unit rate shall be firm and valid till completion of the total contract period.
- e. Release of payment in each running bill will be restricted to 95% of the value of work admitted.
- f. No idle payments will be made under any circumstances.

### 11. Retention Amount:

5% of work done value of each RA bill Amount will be released without interest after completion of breaking piles for required depth and excavation to be done by PMPL as per drawings after successful completion of work, handing over of all T&P#s, store clearance and upon approval & acceptance of the work by site in-charge/Customer.

### 12. Indemnity:

Contractor agrees to indemnify, defend and hold Power Mech harmless from and against any liability, losses, cost, expense, claims, judgment, awards, settlement, proceedings, actions or damage that Power Mech may incur or be required to pay to any third party which is caused by any act of omission or commission in performance of the obligation under this Work by contractor or contributed due to breach by contractor of any other terms contained in the said Work and this Work including without limitation, any liability, cost, expense, claim, judgment, award, settlement, proceedings, actions or damage that Power Mech may incur owing to such act of omission or commission or breach by contractor of any of the terms contained in this Work.

### 13. Penalties:

The claims, penalties, damages and other demands, if any, imposed by the client as per the said Work in respect of any defaults, committed in connection with execution of said Work or damages including but not limited to in the form of liquidated damages charged by the client due to delay in execution of the Works under the said Work shall be borne by Contractor only and in the event Power Mech discharges such payments, Power Mech shall have the right to deduct such amounts from the payments due to contractor and in the event such amounts due to contractor is less than the amounts due to Power Mech, contractor hereby undertakes that it shall indemnify Power Mech in respect of the same.



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### 14. Compliance with Labour Regulations:

During execution of the Works, contractor shall at all times abide by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State, Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued from time to time under any labour law either by the State or the Central Government or the local authority. contractor shall keep Power Mech indemnified from any action is initiated against Power Mech by the client or competent authority on account of contravention of any of the provisions of any Act or rules/amendments. If Power Mech is caused to pay or reimburse, such amounts, it shall have the right to deduct the same from any money due to contractor including security deposit held by Power Mech.

Contractor shall ensure that all the employees/workers are covered under EPF&ESI in accordance to the provisions of the Employees# Provident Funds and Miscellaneous Provisions and other statutory provisions and in event of any contravention Power Mech shall be indemnified in case of claim, proceedings, actions raised by either employees or statutory authorities.

Power Mech shall also have right to recover from contractor any sum required or estimated to be required for making good the loss or damage suffered by it, such amounts shall be recovered from the amounts due to contractor or from the security deposit held by Power Mech. The employees of contractor in no case shall be treated as the employees of Power Mech or the client at any point of time.

### 15. Insurance:

Contractor shall at its own cost purchase and maintain in full force throughout the operation of the said work appropriate insurances required under the said work. Contractor also agrees to purchase and maintain a Workmen#s Compensation policy as required under the Workmen#s Compensation Act for the entire period of the operation of the said work Agreement. Further, contractor shall ensure that all relevant insurance policies towards machinery, equipment, vehicles, employees, and all such insurable interests are in place in accordance with the said work Agreement and further undertakes to promptly pay all insurance premiums due and keep all the insurance policies in force and valid at all times during the operation of the said work Agreement.

Contractor shall furnish the list of its Employees in this regard to Power Mech and copy of Workmen#s Compensation policy along with copies of all other insurance policies as well as copies of renewals and payment of insurance premiums obtained from time to time.

### 16. Labour Wages and Amenities:

The staff in every cadre and the labour employed by the contractor shall be paid wages at rates not below the minimum wages fixed by the Government under the Minimum Wages Act.

All amenities to be provided to the employees/labour as per the terms of the said work shall be provided by contractor. Payment of the provident fund, bonus, gratuity etc., is in the scope of contractor and contractor fails to make such payment, Power Mech has every right to pay the same to concerned authorities and deduct the same from the amounts due under the RA Bills of contractor and shall keep Power Mech indemnified from any action, proceedings claims, demands and litigation in this respect.

### 17. Damage to persons, property and third party insurance:

contractor shall indemnify and keep indemnified Power Mech against all losses and claims in respect



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of injuries or damages caused to any person or material or physical damage to any property whatsoever, which may arise out of or in consequence to the execution and maintenance of the Works.

### 18. Liaison and Co-ordination:

Contractor shall deal with various agencies viz. Consultants, Local Revenue Authorities etc. As may be required in the overall interest of the Works and to safeguard the reputation and image of Power Mech.

### 19. Information and data:

Contractor shall furnish all information and data as may be required from time to time to Power Mech and also submit the performance reports, progress reports etc., as may be required by the client from time to time. The representatives of Power Mech are entitled to inspect the site and study the progress of Works from time to time.

### 20. DEDUCTIONS:

- a. Suitable deduction will be made for the works, which are not carried out fully or partly during the execution of given works.
- b. If any T&P provided by PMPL the suitable amount will be deducted from your running bills.

### 21. SAFETY:

- a. Safety precautions should be strictly adhered to, in line with our conditions of contract.
- b. Safety Nets, fall back arresters, Safety Belts & Life line, Helmets and safety shoes are in contractor scope.
- c. If Customer imposes any penalty against violation of safety norms on PMPL, the same amount will be recovered from running bills of subcontractor.
- d. Safety of your men and machinery is in your scope and all Equipments Shall have fitness certificate

### 22. Vesting of Plant/Materials:

The plant /materials necessary for the work shall be deployed by contractor and shall vest with contractor.

### 23. Reconciliation of Accounts:

The Parties hereto shall reconcile the accounts of the receipts, payments and commission once in every quarter.

### 24. ADDITIONAL WORKS

Pile breaking is in PMPL scope.





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Additional works shall be carried out on the finalization of rate and as per direction of Site in charge.

### 25. SPECIAL CONDITIONS

- a. The work fronts will be progressively awarded subject to successful performance in the course of the work.
- b. Gate-pass of your workers should be returned after retrenchment of workers.
- c. The total job shall be completed within contract period as decided by M/s PMPL.
- d. M/s PMPL has the right to terminate the contract at any point of time with a notice period of 30 days.
- e. Man power has to be increased as per the site requirement.
- f. In case defective piles are formed, they shall be removed or left place whichever is Convenient without affecting the performance of the adjacent piles or the cap as a whole. Additional piles shall be provided to replace them as necessary.

### 26. LIQUIDATED DAMAGE

On acceptance of this work order the subcontractor agrees that the scope of work ordered in this contract shall be commenced and carried out in line with time period requirement of M/S PMPL.

Time stipulated in the work order must be deemed as the essence of this contract. In the event, the subcontractor fails in execution and completion of scope of work in the specified time period, the subcontractor will be liable to pay Liquidated Damage to PMPL.

For delayed completion of scope of work, Liquidated damage & not as penalty, an amount equal to 0.5 % of total work order per week subject to maximum of 10% of work order vale shall be deducted from amounts payable to subcontractor.

### 27. POWERMECH RESPONSIBILITY:

1. Ensure that 24 hours working has to be carried out for completing the work within the schedule period.
2. Labour accommodation will be arranged based on availability at our site

### 28. SUBCONTRACTOR RESPONSIBILITY:

- a. PROJECT INCHARGE with good relevant experience in piling works has to be deployed to complete the entire job up to the satisfaction of M/s. PMPL
- b. The contractor shall deploy all the experienced skilled, semiskilled and unskilled workmen required for all the works under these specifications. BHEL/PMPL reserves the right to decide on the suitability of the workers and other personnel who will be deployed by the contractor. BHEL/PMPL reserves the right to insist on removal of any employee of the contractor at any time, if they find him unsuitable and the contractor shall forth with remove him.
- c. Local conveyance of your workers& staff.



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- d. Consumption statement to be submitted to our stores for free issued materials along with reconciliation.
- e. All the labor norms and statutory requirements to be fulfilled by the contractor scope as per the norms of Contract.
- f. Contractor should deposit the Piling muck as per instruction of Engineer-in-charge only.

### 29. SHORTCLOSING OF WORK ORDER:

If PMPL shall feel at any instance during the life of work order, that

i-The subcontractor is not performing up to the satisfaction of PMPL and is unresponsive to instructions, communications, notices from site in charge or Head office PMPL.

ii-The subcontractor is involved in any illegal acts in site or harming the performance of other agencies.

iii-The subcontractor is gradually becoming threat in sense of creating unrest in site of any type.

iv-The subcontractor has become financially unsound to continue the expected performance.

Then PMPL will be at full liberty to short close the work order with a written notice/email and the agency will be active in withdrawing its resources and start demobilization completing its final billing procedures at site level within 30 days.

IF A ONE CONSTRUCTION & LOGISTICS LIMITED wants to short close the work order time period will be 30 days.

### 30. GOVERNING LAW AND JURISDICTION, DISPUTE RESOLUTION:

1 This Agreement will be governed and interpreted by the laws of the Republic of India, and shall be subject to the exclusive jurisdiction of the Courts at Hyderabad.

2 All disputes, differences, controversies or claims arising out of relating to this Agreement or any breach thereof shall be referred to the sole arbitration of the arbitrator appointed by Power Mech. The award of arbitrator shall be binding upon the parties to the dispute.

3 The provisions of Arbitration and Conciliation Act 1996 (as amended from time to time) shall apply to the arbitration proceedings. The place of the arbitration shall be Hyderabad only. The arbitration proceedings shall be conducted in English language. The cost of arbitration shall be borne equally by parties. Work under the Subcontractor shall be continued during the arbitration proceedings. All the disputes, differences, controversies or claims arising out of or relating to this Agreement or any breach thereof shall be subject to exclusive jurisdiction or civil court Hyderabad only.

### 31. FORCE MAJEURE:

If the contractor suffers delay in execution of contractual obligation due to reasons beyond control on account of natural disasters or civil movements, the agreed time of completion shall be extended appropriately without being eligible for any compensation.

In the event of necessity to pre close the contract due to inordinate delay in delivery of materials, fronts etc. PMPL has the discretion to do so by reducing the unexecuted portion of work, on mutual agreement.



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32. Diesel: Diesel is in contractor scope.

33. Quality & Quantity:

- a. The Quality of executed work as per certification from PMPL/BHEL and payment will be made as per certification and acceptance of PMPL/BHEL
- b. The awarded Qty will subject to changes as per site condition may increase or decrease as per site condition to any extent. And actual executed Qty will be certified for payment
- c. If any pile executed by you found defective, the same will not be passed for payment and also any recovery towards material as deducted by BHEL will be passed to you.
- d. Idle charges for Machinery will not be paid under any circumstances.

35. REMARKS:

Mr. N.Venu Babu (GM), you are requested to please be in touch with him and mobilize the site with required resources as per the time schedule.

Mobile No of Mr. N.Venu Babu is + 880 1713-87600.

Mail id: venu@powermech.net,

Please let us have your order acceptance within 7 days from the date of LOI. If no reply to the contrary is received by us within 7 days we shall treat this LOI as unconditionally accepted by you. Kindly mention our above LOI no & date in your invoice delivery and related correspondence. We are sending this LOI in duplicate and you are requested to send one copy of this LOI duly signed and stamped as a token of your unqualified acceptance.



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### ACCEPTANCE/ACKNOWLEDGEMENT

We acknowledge with thanks the receipt of Sub-contract Work Order no 6000020089 from PMPL, DT: 19.06.2019.

Execution of cast-in-situ reinforced cement concrete vertical pile boring and labor work on Back to Back basis for 2X660 MW MAITREE RAMPAL PROJECT, BANGLADESH.

We hereby communicate our acceptance to all PMPL terms and conditions.

We confirm that as agreed by us we will mobilize the site and start the work immediately as advised by PMPL/site in-charge at site.

We undertake to abide by all terms and conditions enforced in this work order.

We agree that PMPL has the sole right to terminate this work order at any instant of time if any delinquency in the performance from our side is evident during the life of work order.

We also confirm that all required inputs as acceptable to PMPL will be arranged for testing as and when required during the course of work.

For and on behalf of,  
A ONE CONSTRUCTION & LOGISTICS LIMU.

**Place:**  
**Date:**

**Authorized Signatory & Seal**

**Encl:**

1. Copy of Work Order duly signed.
- 2 .Others (If any)