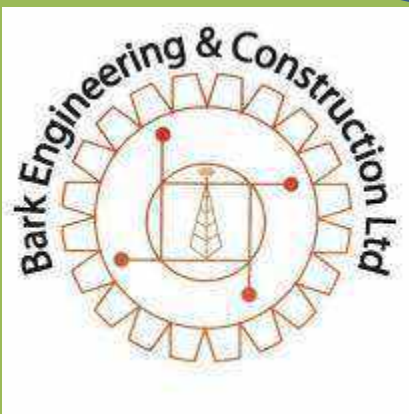


CORPORATE PROFILE



BARK ENGINEERING & CONSTRUCTION LIMITED.

The Spirit of Engineering.



Message of Managing Director

Gearing up for the future, we have the key success factors necessary to withstand the winds of change. The encouragement provided to build a highly skilled and creative team, which is reinforced by the state-of-the-art infrastructure, integrity and excellence.

Our strategy is to lead by example, developing innovative initiatives and agile solutions that advance sustainability for our people, planet and profit.

We aim to set an example in the way we provide opportunities for our diverse workforce, create an inclusive environment for our employees, and support the communities where we work and live.

We are keen to attract and retain the best people/ caliber, build brand value and deepen relationships with partners, customers and shareholders.

Our mission is to deliver high-quality, cost-effective projects on schedule by employing and supporting motivated, flexible, and focused teams. We value the importance of our relationships and will continue to remain fair and true in our dealings with all employees, customers, vendors, and partners.

We are very proud of our achievements and accomplishment till date and we are planning for ambitious targets to achieve in the near future.

**Abu Masum Mohammed Mottshim Billah
Managing Director
BARK Engineering & Construction Ltd.**



BARK ENGINEERING & CONSTRUCTION LIMITED.

Our Managing Director Discuss With Russian Directors at Head Office



CONTENTS

1. INTRODUCTION
2. OUR CAPABILITY
3. COMPANY INFORMATION
4. PICTURE GALLERY
5. EXPERIENCE & CERTIFICATE



INTRODUCTION

BARK ENGINEERING & CONSTRUCTION LTD is a registered engineering company which started its operations in the name of construction, repair & maintenance, supply and installation in 2007.

Site Office of Ghorashal Power Plant.



BARK ENGINEERING & CONSTRUCTION LTD was established to meet the need of expert services primarily to the construction, erection, fabrication of different sector and also supply, installation, repair & maintenance of machines & equipment of different Industries of the country. Since inception, the firm has been rendering services successfully to Govt. and Private Sectors.

CORPORATE OFFICE ADDRESS:

Flat: 7/A, House: 64, Road: 03,
Block: B, Niketon, Gulshan.
Dhaka-1212, Bangladesh.

OUR CAPABILITY

As one of the fast growing servicing company, BARK ENGINEERING & CONSTRUCTION LTD is highly diversified in expertise and specialization. The Company maintains a role of highly experienced professionals can offer the best service at all times. It has successfully completed a large number of projects in different operators of Govt. and Private Sectors specially Siddhirgonj Power plant (2x120MW) and Ghorashal Power Plant (55MW over hauling work). It works in the most professional manner.

For the best services BARK ENGINEERING & CONSTRUCTION LTD is fully equipped with self owner tools and other related equipment needed for testing and commissioning. The Company has a good number of engineers who are capable enough to extend its services in similar fields without any difficulty. From 2007 in the field of engineering BARK ENGINEERING & CONSTRUCTION LTD has been playing a competitive role for quality services. We strongly believe that the organization has potentiality to serve similar assignments with best satisfaction of the clients. An organogram enclosed herewith to display the overall technical capability of the firm.



COMPANY INFORMATION

Company Name: BARK Engineering & Construction Ltd.

Business Address : H-64,R-3,B-B,Niketon,Gulshan,Dhaka.

Business Field : Construction, Repair & Maintenance.

Year of Establishment : 2007

Trade License No. TRAD/DSCC/349351/2019

Membership No of DCCI: Book No. 123, Serial No. 12292

TIN : **175388910125**

VAT : 000703991-0201

Bank Account : **Prime Bank Ltd.**



Control Room of 55MW Ghorashal Power Plant Installed By BARK



Company Documents

ঢাকা দক্ষিণ সিটি কর্পোরেশন

www.dscc.gov.bd



লাইসেন্স ইস্যুর বিবরণ

ই-ট্রেড লাইসেন্স

ইস্যুর তারিখ : ১০/০৮/২০২১
ইস্যুর সময় : ১০:২৭:০০

লাইসেন্স নং : TRAD/DSCC/349351/2019

স্থানীয় সরকার (সিটি কর্পোরেশন) আইন, ২০০৯ (২০০৯ সনের ৬০ নং আইন) এর ধারা ৮-এ তে প্রদত্ত ক্ষমতাবলে সরকার প্রণীত আদর্শ কর তফসিল, ২০১৬ এর ১০ অনুচ্ছেদ অনুযায়ী ব্যবসা, বৃত্তি, পেশা বা শিল্প প্রতিষ্ঠানের উপর আরোপিত কর আদায়ের লক্ষ্যে নিম্নে বর্ণিত ব্যক্তি/প্রতিষ্ঠানের আনুকুলে অত্র ট্রেড লাইসেন্সটি ইস্যু করা হলো।

১। ব্যবসা প্রতিষ্ঠানের নাম	:	বার্ক ইঞ্জিনিয়ারিং এন্ড কনস্ট্রাকশন লিঃ	
২। প্রতিষ্ঠানের মালিকের নাম	:	আবু মাসুম মোহাম্মদ মোতাসিম বিল্লা (এম ডি)	
৩। পিতা / স্বামীর নাম	:	মোঃ আবদুল জব্বার	
৪। মাতার নাম	:	মৃতঃ মাহবুজা জাকার	
৫। ব্যবসার প্রকৃতি	:	লিমিটেড কোম্পানী	
৬। ব্যবসার ধরন	:	আসদামীকারক, ইঞ্জিনিয়ারিং, কনস্ট্রাকশন, রজদামীকারক, সরবরাহকারী (অফিস)	
৭। প্রতিষ্ঠানের ঠিকানা	:	৭০, বীর উত্তম সি আর দত্ত সড়ক, ৭/৪, ইস্টার্ন প্লাজা, ঢাকা	
৮। অফল / বাজার শাখা	:	১	ওয়ার্ড / মার্কেট:
এলাকা	:	-	১৬
৯। এনআইডি/পাসপোর্ট/জন্ম নিব: নং	:	২৬৯৫০৪৭০০০০৪৫	বিআইএন নং:
ফোন	:	০১৭৫৩৭৯১০৭৭	ই-মেইল:
১০। অর্থ বছর	:	২০২১-২০২২ (নবায়নকৃত)	ব্যবসা শুরুর তারিখ:
১১। মালিকের বর্তমান ঠিকানা	:	২৭৪/২/২, জাফরাবাদ শংকর	মালিকের স্থায়ী ঠিকানা
হোল্ডিং নং	:	২৭৪/২/২, জাফরাবাদ শংকর	হোল্ডিং নং
রোড নং	:		রোড নং
গ্রাম / মহল্লা	:		গ্রাম / মহল্লা
পোস্টকোড	:	১২০৫	পোস্টকোড
থানা	:	ধানমন্ডি	থানা
জেলা	:	ঢাকা	জেলা
বিভাগ	:	ঢাকা	বিভাগ
১২। ট্রেড লাইসেন্স/নবায়ন ফি (বার্ষিক)	:	৩৫০০	সাইনবোর্ড কর
লাইসেন্স/নবায়ন ফি	:	৩৫০০	ট্যাট
সারচার্জ	:	০	কর্ম ফি
আয়কর / উৎসেবক	:	৩০০০	
বকেয়া ()	:	০	
সংশোধনী ফি	:	০.০০	সর্বমোট

অত্র ট্রেড লাইসেন্স এর মেয়াদ ৩০ শে জুন, ২০২২ পর্যন্ত

(Signature)



(Signature)

লাইসেন্স ও বিজ্ঞাপন সুপারভাইজার

কর কর্মকর্তা



1697/07

Certificate of Incorporation

No. C-69185 (1697)/07

I hereby certify that Bark Engineering
& Construction Ltd.

is this day incorporated under the Companies Act (Act XVIII) of
1994 and that the Company is Limited.

Given under my hand at Dhaka
this Second day of December
Two thousand Seven.



ঢাকা
অতিরিক্ত মকুল ফিলিয়া
প্রাথমিক দফা ইল।

(আবদুল হক) (স্বাক্ষর)
সহকারী রেজিস্ট্রার
রেজিস্ট্রারের পাঠক
স্বাক্ষর ও পাঠক

Registrar of Joint Stock Companies & Firms
Bangladesh.



Government of the People's Republic of Bangladesh

National Board of Revenue

Taxpayer's Identification Number (TIN) Certificate

TIN : 175388910125

This is to Certify that **BARK ENGINEERING AND CONSTRUCTION LTD.** is a Registered Taxpayer of National Board of Revenue under the jurisdiction of **Taxes Circle-155 (Company)**, Taxes Zone 08, Dhaka.

Taxpayer's Particulars :

- 1) Name : **BARK ENGINEERING AND CONSTRUCTION LTD.**
- 2) Registered Address/Permanent Address : **70,Bir Uttam CR datta Sarak,7/4 Eastern Plaza,Hatirpul, Dhaka**
- 3) Current Address : **70,Bir Uttam CR datta Sarak,7/4 Eastern Plaza,Hatirpul, Dhaka**
- 4) Previous TIN : **2522003891**
- 5) Status : **Company**

Date : November 30, 2013

Please Note:

1. A Taxpayer is liable to file the Return of Income under section 75 of the Income Tax Ordinance, 1984.
2. Failure to file Return of Income under section 75 is liable to-
 - (a) Penalty under section 124; and
 - (b) Prosecution under section 164 of the Income Tax Ordinance, 1984.



Deputy Commissioner of Taxes
Taxes Circle-155 (Company)

Taxes Zone 08, Dhaka

Address : 12/1, Al-Tarick Tower, Bijoynagar, Dhaka Phone : 9585064

N. B: This is a system generated certificate and requires no manual signature.



GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH
National Board of Revenue
Income Tax Wing

INCOME TAX CERTIFICATE

1. Assessee's Name : **BARK ENGINEERING AND CONSTRUCTION LTD.**
2. Father's Name : Not Applicable.
3. Permanent/ Register Address : 70, Bir Uttam CR Datta Sarak, 7/4 Eastern Plaza, Hatirpul, Dhaka.
4. Present/Business Address : 70, Bir Uttam CR Datta Sarak, 7/4 Eastern Plaza, Hatirpul, Dhaka.
5. Status : Company.
6. Tax payer's Identification Number (e-TIN): **1753-8891-0125**/Circle-155, Dhaka.
7. Business Identification Number (BIN) : N/A

This is to certify that **BARK ENGINEERING AND CONSTRUCTION LTD.** is an assessee company of taxes Circle-155, Taxes Zone-8, Dhaka. The Company submitted income tax return for the assessment year 2020-2021 under Universal Self-Assessment Scheme which has deemed to be disposed off as per Section **82BB** of Income Tax Ordinance, 1984 and tax paid as per return.



(**Md. Mesbah Uddin Khan**)
Deputy Commissioner of Taxes
Circle-155(Companies), Taxes Zone-8, Dhaka.
12/1, Bijoy Nagar, Dhaka
Phone-9585064

16.3.21



Government of the People's Republic of Bangladesh
National Board of Revenue

Mushak-2.3

Customs, Excise and VAT Commissionerate, Dhaka (South)
Dhanmondi Division

Value Added Tax Registration Certificate

This is to certify that the person whose details are given below is registered under
Value Added Tax and Supplementary Duty Act, 2012 (Act No. 47 of 2012)

BIN : 000703991-0201

Name of the Entity	: BARK ENGINEERING AND CONSTRUCTION LTD.
Trading Brand Name	: N/A
Old BIN	: N/A
e-TIN	: 175388910125
Address	: 70, Bir Uttam CR datta Sarak, 7/4 Eastern Plaza; Kalabagan PS; Dhaka-1205; Bangladesh
Issue Date	: 03/11/2019
Effective Date	: 03/11/2019
Type of Ownership	: Private Limited
Major Area of Economic Activity	: Services, Imports, Exports, Supplier (Trader)



This is a system generated certificate and doesn't require any signature



Government of the People's Republic of Bangladesh
Office of the Chief Controller of Imports and Exports
Import Registration Certificate (IRC)
Commercial

IRC No:

260326112168421

This is to certify that until further orders **BARK ENGINEERING AND CONSTRUCTION LTD.**, Address: **70, Bir Uttam C R Dutta Road, 7/4, Eastern Plaza, Dhaka** is hereby registered as a **Commercial Importer** of Office of the Chief Controller of Imports and Exports under the jurisdiction of Office of the Controller of Imports and Exports, Dhaka with following terms and conditions.

Company's Particulars:

1. E-TIN : **175388910125**
2. Previous IRC No : **BA 191002**
3. Nominated Bank Name & Branch : **Prime Bank Ltd., Panthapath**
4. Import Slab : **Above 5,00,00,001**
5. First Issue Date : **24 May, 2017**
6. Valid up to : **30 June, 2022**
7. Last Updated Date : **05 September, 2021**

Terms & condition:

1. This Registration Certificate will have to be renewed every financial year.
2. Prohibited goods cannot be imported and in the case of controlled/restricted goods, all the terms and conditions of the import policy order should be maintained properly.
3. Without any permission of the Chief Controller of Imports & Exports or any other officer authorized by him, This Registration Certificate cannot be transferred.
4. If any Importer, Exporter & Indentor violates any provisions of the Importers, Exporters & Indentors (Registration) Order, 1981 or any other laws, the registration may be suspended or cancelled.
5. Any kind of fraud, forgery and misdeclaration is punishable under ICT Act, 2006 and in such cases the registration may be suspended or cancelled by the Authority.
6. The authority reserves the right to cancel the registration certificate at any time without assigning any reason whatsoever.



Dulal Chandra Mazumder
Executive Officer
Office of the Controller of Imports and Exports, Dhaka
National Sports Council (NSC) Tower, 62/3, Level-14, Purana Paltan, Dhaka-1000.

N.B: This is a system generated certificate requires no manual signature.



Government of the People's Republic of Bangladesh
Office of the Chief Controller of Imports and Exports
Export Registration Certificate (ERC)

ERC No:

260326211097921

This is to certify that until further orders **BARK ENGINEERING AND CONSTRUCTION LTD.**, Address: **70, Bir Uttam C R Dutta Road, 7/4, Eastern Plaza, Dhaka** is hereby registered as an **Exporter of Office** of the Chief Controller of Imports and Exports under the jurisdiction of Office of the Controller of Imports and Exports, Dhaka with following terms and conditions.

Company's Particulars:

1. E-TIN : **175388910125**
2. Previous ERC No : **RA-0155785**
3. Nominated Bank Name & Branch : **Prime Bank Ltd., Panthapath**
4. First Issue Date : **28 March, 2019**
5. Valid up to : **30 June, 2022**
6. Last Updated Date : **07 September, 2021**

Terms & condition:

1. This Registration Certificate will have to be renewed every financial year.
2. Prohibited goods cannot be exported and in the case of controlled/restricted goods, all the terms and conditions of the export policy order should be maintained properly.



Masud Alam
Executive Officer
Office of the Controller of
Imports and Exports,
Dhaka
National Sports Council
(NSC) Tower, 62/3,
Level-14, Purana Paltan,
Dhaka-1000.

3. Without any permission of the Chief Controller of Imports & Exports or any other officer authorized by him, This Registration Certificate cannot be transferred.
4. If any Importer, Exporter & Indentor violates any provisions of the Importers, Exporters & Indentors (Registration) Order, 1981 or any other laws, the registration may be suspended or cancelled.
5. Any kind of fraud, forgery and misdeclaration is punishable under ICT Act, 2006 and in such cases the registration may be suspended or cancelled by the authority.
6. The authority reserves the right to cancel the registration certificate at any time without assigning any reason whatsoever.

N.B: This is a system generated certificate requires no manual signature.



**WE ARE THE
PROUD
MEMBER OF
DCCI**



BARK has built its strength on more than nine years of experience. The cornerstone of the company's success is sharing knowledge to create relevant solutions – shaping the best thinking to reflect the ideas of a new age. Our corporate strategy emphasizes speed, efficiency, flexibility and innovation in every facet of the Company's operation. BARK strives to achieve the ultimate goal of satisfying its customers. Honesty, integrity and respect for people are our core values and is the basis on which we do business.



X-POISE LOJİSTİK VE DANIŞMANLIK / CANAN HALİL

BARK ENGINEERING AND CONSTRUCTION LTD 09/03/2021

To whom it may concern

We; X-Poise Lojistik & Danışmanlık and our co-partner Satex Lojistik İthalat İhracat San. Tic.Ltd. Şti. declare that we are ready to arrange full vessel operation for the shipment which the details are given below ;

Port of loading : Dubai Al Hamriya Port
Port of discharge : Matabari Port Bangladesh
Commodity : Rock Stone
Weight of whole project : Between 2 & 10 Million Tonnes will be transported
Type and Dtw of the vessel : Bulk vessel with 50K tonnes
Schedule : Planning 2 vessels per month

** The vessel which will be operated X-Poise Logistics will be arranged in 2 - 3 weeks after Chartering Contract will be signed.


X-POISE LOGISTICS
TASIMACILIK HİZMETLERİ
Kurtköy Mahallesi Ankara Caddesi
No:189/21, Pendik/İSTANBUL
PENDİK V.D. 455 038 3790

MOU with Foreign Company

MEMORANDUM OF UNDERSTANDING

Between

ABS WORLD TRADE, Turkey

And

BARK ENGINEERING & CONSTRUCTION LTD, Bangladesh

1. Purpose:

ABS Word Trade ("ABS") and Bark Engineering & Construction Ltd. ("BECL"), regarding the rock stone supply business. Individually the "Party" and collectively the "Parties" enter into the following Memorandum of Understanding ("MoU").

2. Forms of Co-operation:

Within such fields as are mutually acceptable for the Parties, the following forms of co-operation, amongst others, may be pursued hereunder:

- Rock stone supply
- Total supply amount 10 Million tons
- Pieces of rock stone between 100 and 500 kilos
- 15% tolerance right should be granted for marbles to be broken during transportation.
- The pre-advance of the contract price for the start of the work after the official agreements.

3. Special Cooperation Agreements:

Special Cooperation Agreements should be negotiated separately between the Parties, for example within the areas described in section 2 above, and should be established in separate written agreements specifying the Parties' respective rights and



obligations in each particular case. In the event of any ambiguity or conflict of provisions between the terms and conditions of this Memorandum of Understanding and the terms and conditions of a separate agreement set forth above, the terms and conditions of that separate agreement shall prevail.

4. Financial Arrangements:

Both Parties understand that all financial arrangements between the Parties have to be further negotiated and mutually agreed, and will depend on the availability of funds. Both parties may seek financing of joint activities from internal and external sources available to them.

5. General Coordinators:

Each Party shall designate an administrative office to oversee and facilitate the implementation of any agreements arising out of this MoU. These offices are:

For ABS Word Trade:

SelçukluMah. 1454 Sk. B Blok
No:37/B
Merkez/AFYONKARAHİSAR
TURKEY

For Bark Engineering &
Construction Ltd

House # 64 (7th Floor), Road # 3,
Block # B, Niketon, Gulshan-1,
Dhaka-1212, Bangladesh

E-mail: info@absworldtrade.com

Tel: +90 533 355 57 40

E-mail: bark@dhaka.net
mottashim@mail.ru

Tel: +88028831590,
+88028832572
+8801975222484

6. Liability:

Except for loss or damages caused through gross negligence or intent, the Parties shall have no liability to each other hereunder.



7. Legal Relationship:

This MoU shall be construed as a statement of purpose to promote a genuine and mutually beneficial collaboration between the Parties. Nothing in this MoU shall create any legal relationship between the Parties.

8. Commencement, Renewal, Termination:

This MoU will be effective from the date of the last signature hereto and will remain in force for a time period of five (5) years, with a possibility for renewal at the end of the five-year-period, subject to the Parties' written agreement. Either Party may terminate this MoU by giving six (6) months' notice in writing to the other Party.

This MoU has been drawn up in two (2) original copies in the English language, each Party receiving one duly signed copy hereof.

Signed on behalf of
ABS World Trade:

Place: AFYONKARAHİSAR
TURKEY

Date: June 25, 2021.

25.06.2021

ABS ABS DOĞAL TAŞ VE MADENCİLİK
SARIL VE TİC. LTD. ŞTİ.
Sakarya Mob. 1454 SK. 8 Blok No:375 Merkez
Kocartepesi Y.D. 002 243 0987 AFYONKARAHİSAR
Mersis No: 0002 2430 9870 0001
info@absworldtrade.com - www.absworldtrade.com

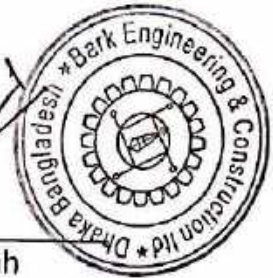
Ahmet Burak ŞAHİN
General Manager
ABS World Trade

Signed on behalf of
Bark Engineering & Construction
Ltd:

Place: Dhaka, Bangladesh.

Date: June 25, 2021.

25.6.2021



A.M.M. Mottashim Billah
Managing Director
Bark Engineering & Construction
Ltd.

Trabella Stones

23.06.2021

KONU : YÜKLEME NOTASI

BOOKING NO: 6304508070

SHIPPER : **KENAN SAHIN.,**
AFYONKARAHISAR-ANKARA KARAYOLU 20.KM
ISCEHISAR,AFYONKARAHISAR,TURKEY,
Tel: 00902723412075
EMAIL:EXPORT(AT)SAHINKARDESLERMERMER.COM

NOTIFY : **1-SIOM MARBLE AND GRANITE**
FACTORY LLC
SECTOR 5, EMIRATES
INDUSTRIAL CITY AL SAJAA,
P.O. BOX 22149, SHARJAH
UNITED ARAB EMIRATES
TEL:065422240
Email:accounts2@siommarble.com
2-UNITED ARAB BANK-SHARJAH-
UNITED ARAB EMIRATES

CONSIGNEE : TO ORDER OF UNITED ARAB BANK, SHARJAH, U.A.E.

DESCRIPTION OF PACKAGES & GOODS:

1X20'DC
8 BANDIL
BAYAT GRI 2 CM SLABS : 439.98 m2
LC NO:ILC1021/21/
FOB-ANY PORT IN TURKEY
WEIGHT&MEASUREMENT:
GROSS WEIGHT: 26.051.00 KGS
NET WEIGHT : 25.811.00 KGS
PORT OF DISCHARGE: JEBEL ALI, U.A.E
VESSEL NAME&VOYAGE NO:

KONŞİMENTODA BULUNACAK İBARELER:

- * FREIGHT COLLECT
- * SHIPPED ON BOARD
- * 3 ORIGINAL - 3 COPY BL HAZIRLANMASINI RICA EDERİZ.

* **GÜMRÜK MÜŞAVİRİ** : **Okan ÇITAK**

GÜR SOY GÜM.MÜŞ.LTD.ŞTİ.

1472 SK. NO :20 ALSANCAK /İ ZMİR
TEL : 0232-4630397-4640250-4640251

- * TURKCE MAL TANIMI : MARBLE
- * GUMRUK TARIFE NO : 680291000019
- * YUKLEME TARİHİ : 11.06.2021 CUMA - BALCIOĞLU DEPO DOLUM

Trabella Stones

23.06.2021

KONU : YÜKLEME NOTASI

BOOKING NO: 967867404

SHIPPER : KENAN ŞAHİN MERMER İTH. İHR. PAZARLAMA TİC.
Afyon – Ankara Karayolu 20. km İncehisar – Afyonkarahisar \ TÜRKİYE
Tel: 0090 272 341 2075 , Fax: 0090 272 341 5719
Posta Kodu: 03750

CONSIGNEE : AL FURAT MARBLE & GRANİTE
INDUSTRY
P.O.BOX 78430 DUBAİ –U.A.E
MOBİL: +971506446373
E-MAIL : furat5@emirates.net.ae

NOTIFY : SAME AS CONSIGNEE

DESCRIPTION OF PACKAGES & GOODS:

6X20'DC

49 BANDIL

Mermer Plaka: 2.690,57 m2

WEIGHT&MEASUREMENT:

GROSS WEIGHT: 158.398,00 KGS

NET WEIGHT : 157.167,00 KGS

PORT OF LOADING:İZMİR SEAPORT

PORT OF DISCHARGE: JEBEL ALİ

VESSEL NAME&VOYAGE NO: PANTHER 1903-TRLU9613361-MRKU7598120-MRKU7205984-

MSKU4039243-MSKU3503848-MSKU3210840

KONŞİMENTODA BULUNACAK İBARELER:

* FREIGHT COLLECT

* SHIPPED ON BOARD

* GÜMRÜK MUŞAVİRİ : Okan ÇITAK

GÜR SOY GÜM.MÜŞ.LTD.ŞTİ.

1472 SK. NO :20 ALSANCAK /İ ZMİR

TEL : 0232-4630397-4640250-4640251

* TÜRKCE MAL TANIMI : Marble
* GÜMRÜK TARİFE NO : 680291900012
* YÜKLEME TARİHİ : 01/02/2019 Cuma – Aliğa Apm Liman

KENAN ŞAHİN MERMER İTHALAT İHRACAT PAZARLAMA TİCARET

Afyon – Ankara Karayolu 20. km İncehisar- Afyonkarahisar \ TÜRKİYE

Tel : 0090 272 341 2075 , 0090 272 341 5495 Fax : 0090 272 341 5719

Web : www.trabellastones.com , E-Mail : info@trabellastones.com

Trabella Stones

23.06.2021

KONU : YÜKLEME NOTASI

Rezervasyon no : 959662444

SHIPPER : KENAN ŞAHİN MERMER İTH. İHR. PAZARLAMA TİC.
Afyon – Ankara Karayolu 20. km İncehisar – Afyonkarahisar \ TÜRKİYE
Tel: 0090 272 341 2075 , Fax: 0090 272 341 5719

CONSIGNEE : Al Qasr Al Thahabi LLC.
P.O. Box:83009 Sharjah - U.A.E.
Tel:06-5339627 Fax:06-5339628

NOTIFY : SAME AS CONSIGNEE

DESCRIPTION OF PACKAGES & GOODS:

2X20'DC
42 kasa
Traverten 1.551,56 -M2.

WEIGHT&MEASUREMENT:

GROSS WEIGHT: 54.020 KGS
NET WEIGHT : 52.760 KGS

PORT OF LOADING:İZMİR SEAPORT
PORT OF DISCHARGE:
VESSEL NAME&VOYAGE NO

KONŞİMENTODA BULUNACAK İBARELER:

- * FREIGHT COLLECT
- * SHIPPED ON BOARD
- * 3 ORIGINAL - 3 COPY BL HAZIRLANMASINI RICA EDERİZ

* **GÜMRÜK MÜŞAVİRİ** : Okan ÇITAK

GÜR SOY GÜM.MÜŞ.LTD.ŞTİ.

1472 SK. NO :20 ALSANCAK /İZMİR
TEL : 0232 4630397-4640250-4640251

* TURKCE MAL TANIMI : TRAVERTEN
* GUMRUK TARIFE NO : 680291900012
* YUKLEME TARİHİ : 23.02.2017Pazartesi – Tc Ege Aliğa Depo Dolum

KENAN ŞAHİN MERMER İTHALAT İHRACAT PAZARLAMA TİCARET
Afyon – Ankara Karayolu 20. km İncehisar- Afyonkarahisar \ TÜRKİYE
Tel : 0090 272 341 2075 , 0090 272 341 5495 Fax : 0090 272 341 5719
Web : www.trabellastones.com , E-Mail : info@trabellastones.com

Trabella Stones

23.06.2021

Sayın;Orhan BEY DİKK.
KONU : YÜKLEME NOTASI

BOOKING NO: ISB0239480

SHIPPER : KENAN ŞAHİN MERMER İTH İHR. PAZARLAMA TİC.
Afyon – Ankara Karayolu 20. km İncehisar – Afyonkarahisar \ TÜRKİYE
Tel: 0090 272 341 2075 , Fax: 0090 272 341 5719

CONSIGNEE : DEEMAH STONE LLC.
SUITE 1203 AL SHAFAR TOWER
TEKOM P.O. Box:215329 U.A.E
Tel:00971 44572942 Fax:00971 44572941

NOTIFY : SAME AS CONSIGNEE

DESCRIPTION OF PACKAGES & GOODS:

1X20'DC

10 BANDIL

Mermer Plaka :447,93 m²

WEIGHT&MEASUREMENT:

GROSS WEIGHT: 23.592 KGS

NET WEIGHT : 23 292 KGS

PORT OF LOADING:İZMİR SEAPORT

PORT OF DISCHARGE:

VESSEL NAME&VOYAGE NO:

KONŞİMENTODA BULUNACAK İBARELER:

* FREIGHT COLLECT

* SHIPPED ON BOARD

* 3 ORIGINAL - 3 COPY BL HAZIRLANMASINI RICA EDERİZ

* GÜMRÜK MÜŞAVİRİ : Okan ÇITAK

GÜR SOY GÜM.MÜŞ.LTD.ŞTİ.

1472 SK. NO :20 ALSANCAK /İ ZMİR

TEL : 0232-4630397-4640250-4640251

* TÜRKCE MAL TANIMI : TRAVERTEN
* GÜMRÜK TARİFE NO : 680291900012
* YÜKLEME TARİHİ : 08.06.2016 Çarşamba – Biçerova depo DOLUM

KENAN ŞAHİN MERMER İTHALAT İHRACAT PAZARLAMA TİCARET
Afyon – Ankara Karayolu 20. km İncehisar- Afyonkarahisar \ TÜRKİYE
Tel : 0090 272 341 2075 , 0090 272 341 5495 Fax : 0090 272 341 5719
Web : www.trabellastones.com , E-Mail : info@trabellastones.com

Trabella Stones

23.06.2021

KONU : YÜKLEME NOTASI

BOOKING NO: BMCIST-2019-LEX003270

SHIPPER : KENAN ŞAHİN MERMER İTH. İHR. PAZARLAMA TİC.
Afyon – Ankara Karayolu 20. km İncehisar – Afyonkarahisar \ TÜRKİYE
Tel: 0090 272 341 2075 , Fax: 0090 272 341 5719
Posta Kodu: 03750

CONSIGNEE : ALBAYAN STONES L.L.C
P.O. Box:234833 PARCEL ID 22 DUBAI
U.A.E
Tel: 00971506310216

NOTIFY : SAME AS CONSIGNEE

DESCRIPTION OF PACKAGES & GOODS:

1X20'DC
7 BANDIL +2 KASA
MARBLE : 476.49 m2

WEIGHT&MEASUREMENT:

GROSS WEIGHT: 25.819 KGS
NET WEIGHT : 26.089 KGS

PORT OF LOADING:İZMİR SEAPORT

PORT OF DISCHARGE: JEBEL ALI

VESSEL NAME&VOYAGE NO: CMA CGM BERLIOZ 08MSEE1MA-TLLU280289-2

KONŞİMENTODA BULUNACAK İBARELER:

- * FREIGHT COLLECT
- * SHIPPED ON BOARD
- * 3 ORIGINAL - 3 COPY BL HAZIRLANMASINI RICA EDERİZ.

* GÜMRÜK MÜŞAVİRİ : Okan ÇITAK

GÜR SOY GÜM.MÜŞ.LTD.ŞTİ.

1472 SK. NO :20 ALSANCAK /İ ZMİR
TEL : 0232-4630397-4640250-4640251

* TÜRKÇE MAL TANIMI : MARBLE
* GÜMRÜK TARİFE NO : 680221000011
* YÜKLEME TARİHİ : 02/03/2020 PAZARTESİ – :Aliğa LİM SER DEPO DOLUM

KENAN ŞAHİN MERMER İTHALAT İHRACAT PAZARLAMA TİCARET
Afyon – Ankara Karayolu 20. km İncehisar- Afyonkarahisar \ TÜRKİYE
Tel : 0090 272 341 2075 , 0090 272 341 5495 Fax : 0090 272 341 5719
Web : www.trabellastones.com , E-Mail : info@trabellastones.com

Trabella Stones

23.06.2021

SN. MUSTAFA BEY DIKK.
KONU : YÜKLEME NOTASI

CNT NO : INBU 347583-7

SHIPPER : KENAN ŞAHİN MERMER İTH. İHR. PAZARLAMA TİC.
Afyon – Ankara Karayolu 20. km İncehisar – Afyonkarahisar \ TÜRKİYE
Tel: 0090 272 341 2075 , Fax: 0090 272 341 5719

CONSIGNEE : Aseel Building Materials Trdg. L.L.C.
P.O.Box:113771, DUBAI
Tel: 06-5350035

NOTIFY : SAME AS CONSIGNEE

DESCRIPTION OF PACKAGES & GOODS:

1X20'DC
10 Bandıl
TRAVERTINE TILES 415,02 -M2.

WEIGHT&MEASUREMENT:

GROSS WEIGHT: 22.500 KGS
NET WEIGHT : 22.200 KGS

PORT OF LOADING:İZMİR SEAPORT
PORT OF DISCHARGE: JEBEL ALI
VESSEL NAME&VOYAGE NO:

KONŞİMENTODA BULUNACAK İBARELER:

- * FREIGHT COLLECT
- * SHIPPED ON BOARD
- * 3 ORIGINAL - 3 COPY BL HAZIRLANMASINI RICA EDERİZ

* **GEMİ FİRMASI :** DHL Global Forwarding Taşımacılık A.Ş.
Yeşilbahçe Mah. Metin Kasapoğlu Cad.
Hacı Kezban Sit. No:32/A Kat:4
07230 Antalya – Türkiye
Phone : 0242 311 53 03 (ext:2111)
Fax : 0242 311 53 32
Mobile : 0530 642 13 87

* TURKCE MAL TANIMI : TRAVERTEN
* GUMRUK TARİFE NO : 680291900012
* YÜKLEME TARİHİ : 08/03/2012 Perşembe – Sabah Postası TCE Ege Aliğa Liman

KENAN ŞAHİN MERMER İTHALAT İHRACAT PAZARLAMA TİCARET
Afyon – Ankara Karayolu 20. km İncehisar- Afyonkarahisar \ TÜRKİYE
Tel : 0090 272 341 2075 , 0090 272 341 5495 Fax : 0090 272 341 5719
Web : www.trabellastones.com , E-Mail : info@trabellastones.com

Trabella Stones

23.06.2021

SN. ŞAZİMENT HANIM DIKK.

KONU : YÜKLEME NOTASI

SHIPPER : KENAN ŞAHİN
Afyon – Ankara Karayolu 20. km İscehisar – Afyonkarahisar \ TÜRKİYE
Tel: 0090 272 341 2075 , Fax: 0090 272 341 5719
Posta Kodu: 03750

CONSIGNEE : JABAL AL TOOR
PO BOX NO:33921 IND AREA 17,
SAHRJAH, UAE

NOTIFY : SAME AS CONSIGNEE

DESCRIPTION OF PACKAGES & GOODS:

1X20'DC
8 BANDIL
Mermer - 375,98 M2

WEIGHT&MEASUREMENT:

GROSS WEIGHT: 24.853 KGS
NET WEIGHT : 24.583 KGS

PORT OF LOADING:İZMİR SEAPORT
PORT OF DISCHARGE: JEBEL ALI
VESSEL NAME&VOYAGE NO:

KONŞİMENTODA BULUNACAK İBARELER:
TELEX RELEASE YAPILSIN LÜTFEN

* GÜMRÜK MÜŞAVİRİ

Okan ÇITAK



GÜRSOY GÜM.MÜŞ.LTD.ŞTİ.

1472 SK. NO :20 ALSANCAK /İ ZMİR

TEL : 0232-4630397-4640250-4640251

* TURKCE MAL TANIMI
* GUMRUK TARIFE NO
* YUKLEME TARİHİ

: MERMER
: 680291900012
: 01/11/2017 ÇARŞAMBA – TCE EGE ALIAĞA LIMAN Dolum

KENAN ŞAHİN MERMER İTHALAT İHRACAT PAZARLAMA TİCARET

Afyon – Ankara Karayolu 20. km İscehisar- Afyonkarahisar \ TÜRKİYE

Tel : 0090 272 341 2075 , 0090 272 341 5495 Fax : 0090 272 341 5719

Web : www.trabellastones.com , E-Mail : info@trabellastones.com

Trabella Stones

23.06.2021

SN. HANDE HANIM DIKK.

KONU : YÜKLEME NOTASI

Booking No: TRIZM005894

SHIPPER : KENAN ŞAHİN MERMER İTH. İHR. PAZARLAMA TİC.
Afyon – Ankara Karayolu 20. km İncehisar – Afyonkarahisar \ TÜRKİYE
Tel: 0090 272 341 2075 , Fax: 0090 272 341 5719

CONSIGNEE : MOHAMMED J. BADER
MOONLIGHT GENERAL TRDING
DUBAİ - UAE

NOTIFY : SAME AS CONSIGNEE

DESCRIPTION OF PACKAGES & GOODS:

1X20'DC
28 KASA
TRAVERTINE TILES 504,00 M2

WEIGHT&MEASUREMENT:

GROSS WEIGHT: 24.360 KGS
NET WEIGHT : 23.800 KGS

PORT OF LOADING:İZMİR SEAPORT
PORT OF DISCHARGE:
VESSEL NAME&VOYAGE NO:

KONŞİMENTODA BULUNACAK İBARELER:

- * FREIGHT COLLECT
- * SHIPPED ON BOARD
- * REALİZ OLACAK KONŞİMENTOLAR

* GÜMRÜK MÜŞAVİRİ : İdil Perge Gümrük Müşavirliği Ltd. Şti. İbrahim bey:0541 674 12 24
Cumhuriyet Bulvarı No:288 Deniz Apt. K:4 D:8 ALSANCAK-İZMİR
Tel: 232-4637637 Fax:232 4633707 ibrahim@idilgumrukleme.com

* TURKCE MAL TANIMI : TRAVERTEN
* GUMRUK TARIFE NO : 680291900012
* YUKLEME TARİHİ : 05/04/2013 CUMA – Sabah Postası TCE EGE Liman dolum

KENAN ŞAHİN MERMER İTHALAT İHRACAT PAZARLAMA TİCARET
Afyon – Ankara Karayolu 20. km İncehisar- Afyonkarahisar \ TÜRKİYE
Tel : 0090 272 341 2075 , 0090 272 341 5495 Fax : 0090 272 341 5719
Web : www.trabellastones.com , E-Mail : info@trabellastones.com







Trabella & Stones





ABS DOĞAL TAŞ VE MADENCİLİK SAN. VE TİC. LTD. ŞTİ.

Selçuklu Mah. 1454 Sk. B Blok No: 37B Merkez / AFYONKARAHİSAR
Kocatepe V.D. 002 243 0987 Mersis No.: 0002 2430 9870 0001
info@absworldtrade.com - www.absworldtrade.com

Analayzes for Rocks...		
• Unit Volume Weight	: 2.66	(gr/cm ³)
• Average Density	: 2.78	(gr/cm ³)
• Water Absorption at atmospheric pressure by weight	: 0.06	%
• Water Absorption at atmospheric pressure by volume	: 0.170	%
• Water Absorption at boiling water by weight	: 0.118	%
• Water Absorption at boiling water by volume	: 0.319	%
• Porosity	: 0.160	%
• Ratio of fullness	: 95.68	%
• Degree of Pores	: 4.32	%
• Compressive Strength	: 596.62	(kg/cm ²)
• Compressive Strength	: 58.51	(MPa)
• Average Strength to bending	: 115.40	(kg/cm ²)
• Average Strength to bending	: 11.32	(MPa)
• Characterisation of Ultra-Velocity	: 5384	(m/s)
• Weight Reduction after freezing	: 0.043	%
• Strength Reduction after freezing	: 22.37	%
• Change of Ultra-velocity after freezing	: 49.46	%
• Compressive Strength after freezing	: 463.17	(kg/cm ²)
• Compressive Strength after freezing	: 54.42	(MPa)
• Ultra-velocity Reduction after freezing	: 52.26	%

ABS DOĞAL TAŞ VE MADENCİLİK
SAN. VE TİC. LTD. ŞTİ.
Selçuklu Mah. 1454 Sk. B Blok No: 37B Merkez
Kocatepe V.D. 002 243 0987 AFYONKARAHİSAR
Mersis No: 0002 2430 9870 0001
info@absworldtrade.com - www.absworldtrade.com

14 January 2021 Thursday
14:22:51

----- Instance Type and Transmission -----
Original received from SWIFT

Priority/Delivery : Normal
Message Output Reference : 1228 210114ISBKTRISAXXX3223097074
Correspondent Input Reference: 1227 210114BKMEKWKWAXXX9969855789

----- Message Header -----

Swift OUTPUT FIN 700 Issue of a Documentary Credit

Sender : BKMEKWKWXXX
 AHLI UNITED BANK K.S.C.P.
 KUWAIT KW
Receiver : ISBKTRISXXX
 TURKIYE IS BANKASI A.S.
 (ALL TURKEY OFFICES)
 ISTANBUL TR

----- User Header -----

108:- User Reference Number
 : 011MSOG2101300SV

----- Message Text -----

27 :Sequence Of Total
 1/1
40A:Form Of Documentary Credit
 IRREVOCABLE
20 :Documentary Credit Number
 2112100019
31C:Date Of Issue
 210113
40E:Applicable Rules
 UCP LATEST VERSION
31D:Date And Place Of Expiry
 210415TURKEY
50 :Applicant
 AL DABBOUS IMPORT EXPORT AND
 COMM. AGENT CO. WLL P.O. BOX:4265
 SAFAT 13043 - KUWAIT
59 :Beneficiary Customer
 TRABELLA STONES, KENAN SAHIN,ESKI
 HAMAM MAH,ANKARA-AFYON KARAYOLU 2
 CAD.NO: 52 ISCEHISAR,AFYONKARAHISAR
 TURKEY.TEL:+902723412075/2723415495
32B:Currency Code ,Amount
 Currency:USD (US DOLLAR)
 Amount :#33.800,#
39A:Percentage Credit Amount Tolerance
 10/10
41D:Available With...By...
 T.HALK BANKASI, TURKEY
 BY PAYMENT
42C:Drafts at...
 SIGHT
42D:Drawee
 AHLI UNITED BANK KSCP
 KUWAIT
43P:Partial Shipments
 NOT ALLOWED
43T:Transshipment
 NOT ALLOWED
44E:Port Of Loading/Airport Of Departure
 TURKEY
44F:Port Of Discharge/Airport Of Destination
 SHUWAIKH PORT, KUWAIT
44C:Latest Date Of Shipment
 210331
45A:Description of Goods and/or Services
 ABOUT 850 M2 TUNDRA GREY MARBLE POLISHED
 CERTIFIED ON INVOICE ALL OTHER DETAILS AS PER AGREED PROFORMA
 INVOICE DATED 04/01/2021.

FOB TURKEY, SHIPMENT BY VESSEL.
MANUFACTURERS/PROCESSORS: TRABELLA STONES, KENAN SAHIN, ESKI
HAMAM MAH,
ANKARA-AFYON KARAYOLU 2, CAD.NO:52 ISCEHISAR, AFYONKARAHISAR ,
TURKIYE
COUNTRY OF ORIGIN: TURKEY

46A: Documents Required

+SIGNED COMMERCIAL INVOICE
IN QUADRUPLICATE (ONE ORIGINAL PLUS THREE COPIES)
SHOWING/CERTIFYING:
A) NAME OF CARRYING VESSEL.
B) NUMBER OF PACKAGES SHIPPED.
C) NAME AND ADDRESS OF THE MANUFACTURERS OR PROCESSORS OF EACH
ITEM OF MANUFACTURED OR PROCESSED GOODS. (THE WORD
'MANUFACTURERS' 'PROCESSORS' MUST BE CLEARLY INDICATED AGAINST
THE NAME OF THE MANUFACTURERS/PROCESSORS).
D) SEPARATELY THE PRICE AND NET WEIGHT IN KILOS OF EACH TYPE OF
GOODS.
E) EACH PIECE/PACKAGE/CASE BEARS A NON-DETACHABLE/NON-ALTERABLE
MARK/LABEL INDICATING THE NAME OF THE COUNTRY OF ORIGIN.
F) HARMONIZED SYSTEM CODE NUMBER.

+BILL OF LADING
COMPLETE SET OF CLEAN ''SHIPPED ON BOARD'' OCEAN BILLS OF LADING
MARKED FREIGHT PAYABLE AT DESTINATION MADE OUT TO THE ORDER OF
AHLI UNITED BANK, K.S.C.P., AND MARKED NOTIFY: APPLICANTS AND
ISSUING BANK.

+PACKING LIST
IN QUADRUPLICATE (ONE ORIGINAL PLUS THREE COPIES) SHOWING:
(1) DESCRIPTION OF GOODS, (2) ITEM NO. AS PER HARMONIC SYSTEM,
(3) NO. OF PACK, (4) KIND OF PACKAGE, (5) CONTENTS/PACKAGE, (6)
GROSS WEIGHT, (7) NET WEIGHT, (8) TOTAL COST OF EACH ITEM.

+CERTIFICATE OF ORIGIN
IN DUPLICATE (ONE ORIGINAL PLUS ONE COPY) ISSUED IN THE EXPORTING
COUNTRY (COUNTRY FROM WHERE THE GOODS WILL ACTUALLY BE SHIPPED OR
LOADED) AND SIGNED BY THE CHAMBER OF COMMERCE AND/OR OFFICIAL
TRADE AND/OR INDUSTRIES ASSOCIATION BEARING THEIR OFFICIAL SEAL
AND STATING.

A) NAME OF COUNTRY OF THE MERCHANDISE ORIGIN.
B) NAME AND ADDRESS OF THE MANUFACTURERS/PROCESSORS FOR
MANUFACTURED/PROCESSED GOODS. (THE WORD
'MANUFACTURERS/PROCESSORS' MUST BE CLEARLY SHOWN AGAINST THE
NAME OF THE MANUFACTURERS/PROCESSORS).
C) NAME OF EXPORTING COMPANY.
D) NAME OF COUNTRY FROM WHICH THE MERCHANDISE ARE EXPORTED.

+SHIPPING COMPANY CERTIFICATE
CERTIFYING THAT THE SHIPMENT IS EFFECTED BY A VESSEL NOT MORE
THAN 25 YEARS OLD BELONGING TO EITHER CONFERENCE LINE OR UNITED
ARAB SHIPPING COMPANY OR REGULAR LINE.

47A: Additional Conditions

+1. ORIGINAL INVOICE AND CERTIFICATE OF ORIGIN MUST BE ATTESTED/
AUTHENTICATED BY KUWAIT EMBASSY/CONSULATE.
2. PLUS OR MINUS 10 PERCENT IN QUANTITY ACCEPTABLE.
3. ALL BANK CHARGES OUTSIDE KUWAIT INCLUDING REMITTANCE
CHARGES ARE FOR THE ACCOUNT OF BENEFICIARY.
4. NEGOTIATING BANK MUST CONFIRM ON THEIR COVERING SCHEDULE THAT
ALL CHARGES OF ADVISING BANK HAVE BEEN PAID.
5. A DISCREPANCY FEE OF USD105/- OR EQUIVALENT IN THE CURRENCY
OF THE LC PLUS ALL RELATIVE SWIFT CHARGES WILL BE CHARGED BY
US ON EACH SET OF DOCUMENTS RECEIVED WITH DISCREPANCY (IES)
AND THIS AMOUNT SHALL BE DEDUCTED FROM THE PROCEEDS TO BE
REMITTED UPON ACCEPTANCE OR SHALL BE CLAIMED FROM THE
NEGOTIATING BANK IN THE EVENT THE DOCUMENTS ARE REFUSED
OR IF REIMBURSEMENT IS ALREADY CLAIMED, EVEN IF THE CREDIT

STATES THAT ALL CHARGES ARE FOR APPLICANTS ACCOUNT.

+6. DOCUMENTS NOT ACCEPTABLE: UNLESS OUR PRIOR APPROVAL IS OBTAINED THE FOLLOWING DOCUMENTS ARE NOT ACCEPTABLE:

A) DOCUMENTS EVIDENCING MANUFACTURERS PROCESSORS NAME(S) OTHER THAN THOSE MENTIONED ON THIS L/CREDIT.

B) TRANSPORT DOCUMENTS EVIDENCING SHIPPER OTHER THAN THE BENEFICIARY.

C) UNAUTHENTICATED CORRECTIONS/ALTERATIONS ON DOCUMENTS.

D) INVOICES FOR AMOUNTS IN EXCESS OF THE CREDIT AMOUNT UNLESS ALLOWED BY CREDIT TERMS.

E) DOCUMENTS DATED PRIOR TO DATE OF ISSUE OF THIS CREDIT.

F) DOCUMENTS EVIDENCING SHIPMENT OF GOODS OF ORIGIN OTHER THAN THE COUNTRY STIPULATED IN THE CREDIT.

7. BILL OF LADING MUST ALSO SHOW THE NAME, ADDRESS, TELEPHONE AND/OR TELEFAX NUMBER OF CARRIERS AGENTS IN KUWAIT.

8. ALL DOCUMENTS CALLED FOR UNDER THIS CREDIT MUST BE SUBMITTED IN ENGLISH LANGUAGE AND MUST ALSO SHOW THE L/CREDIT NUMBER.

9. DOCUMENTS PRODUCED BY REPROGRAPHIC OR AUTOMATED OR COMPUTERISED SYSTEMS OR AS CARBON COPIES, IF MARKED AS ORIGINAL, ARE ACCEPTABLE PROVIDED THEY BEAR ORIGINAL MANUSCRIPT SIGNATURES AND WHENEVER APPLICABLE CARRY ORIGINAL (FRESH) STAMPS/SEALS.

+10. DOCUMENTS MUST INCLUDE A CERTIFICATE FROM THE OWNERS OR MASTER OR AGENTS OF THE SHIP STATING THAT THE CARRYING VESSEL IS ALLOWED TO ENTER KUWAITI PORTS ACCORDING TO MARITIME LAWS AND PORT REGULATIONS. DECLARATION ON THE BILL OF LADING TO THIS EFFECT IS ALSO ACCEPTABLE. IN CASE OF SHIPMENT BY UNITED ARAB SHIPPING CO. VESSEL, THIS CERTIFICATE IS NOT REQUIRED.

WHEN SHIPMENT IS EFFECTED IN CONTAINER, BILL OF LADING MUST SHOW CONTAINER IDENTIFICATION NUMBER.

48 : **Period for Presentation in Days**

15/DAYS FROM SHIPMENT DATE

49 : **Confirmation Instructions**

WITHOUT

78 : **Instructions to the Paying/Accepting/Negotiating Bank**

(1) PLEASE CLAIM REIMBURSEMENT DIRECT FROM US BY SWIFT.

SETTLEMENT WILL BE EFFECTED VALUE 5 WORKING DAYS IN KUWAIT AFTER THE DATE OF YOUR SWIFT ADVICE TO US.

(2) ALL NEGOTIATIONS UNDER THIS CREDIT MUST BE ENDORSED HEREON.

(3) PLEASE DESPATCH THE COMPLETE SET OF DOCUMENTS IN ONE LOT DIRECT TO US BY COURIER MAIL AT OUR ADDRESS: AHLI UNITED BANK KSCP, HEAD OFFICE, DARWAZAT AL-ABDUL RAZZAK, P.O.BOX 71, SAFAT 12168, KUWAIT.

(4) UNLESS OUR PRIOR APPROVAL IS OBTAINED FOR NEGOTIATION, ALL IRREGULAR DOCUMENTS MUST BE FORWARDED TO US ON APPROVAL BASIS. (5) CONTD.FROM FIELD 59: FAX:+90-2723415719, INFO AT

TRABELLASTONES.COM

57D: **'Advise Through' Bank**

T.HALK BANKASI

AFYON BRANCH - TURKEY

SWIFT: TRHBTR2AXXX

AC NO: USD 0183-53000310

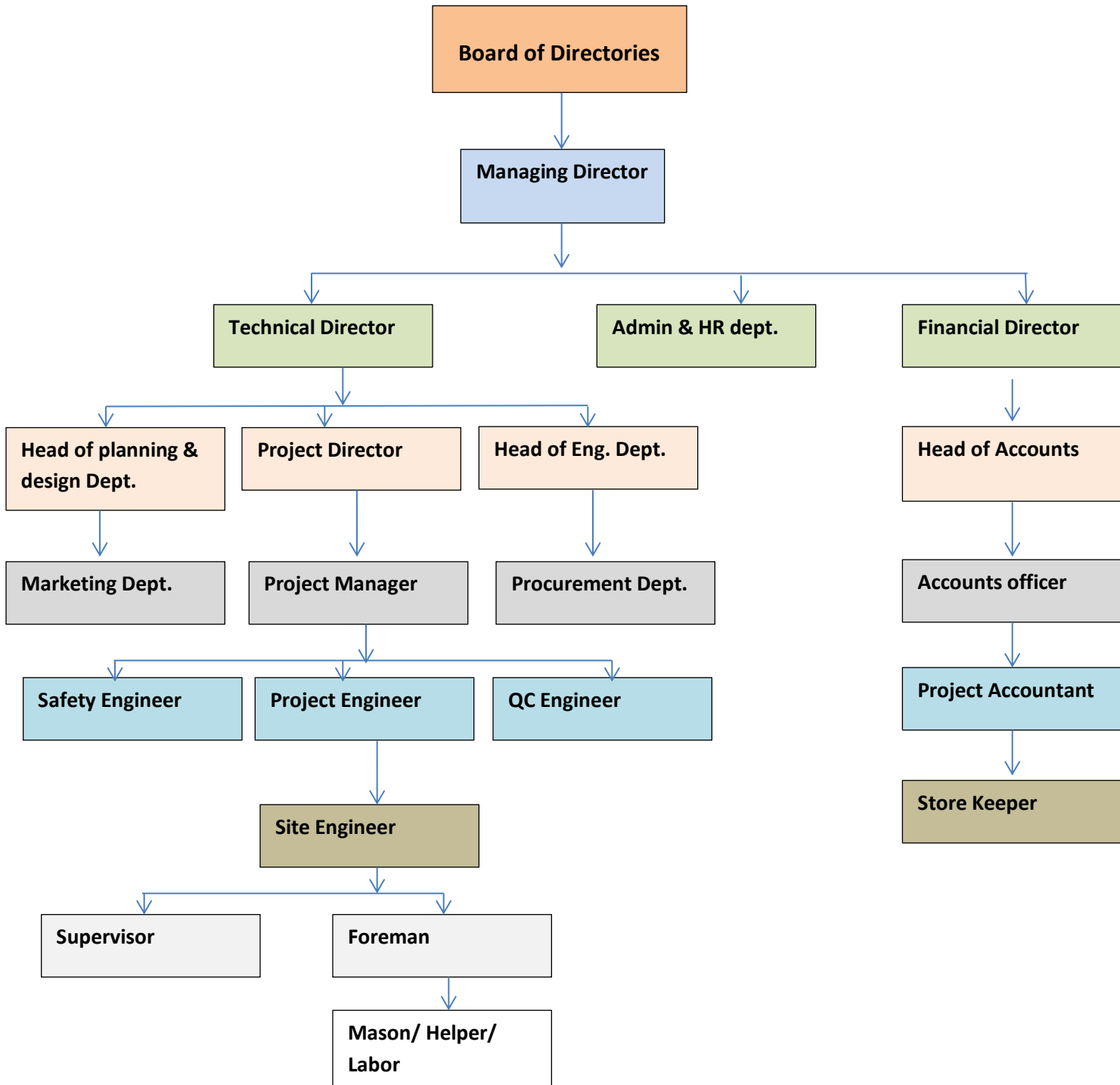
----- **Message Trailer** -----

{MAC:00000000}

{CHK:47A038C52FEF}

Organogram & Manpower List

Organogram Of The Company



Manpower List

BARK Engineering & Construction Ltd.			
Manpower List			
S.No	Category	UOM	Quantity
1	Administrative Officer		1
2	HR Officer		1
3	Technical Director	Nos	1
4	Project Manager	Nos.	3
5	Project Engineer	Nos.	3
6	Civil Engineer	Nos.	14
7	Mechanical Engineer	Nos.	6
8	Electrical Engineer	Nos.	6
9	Diploma Engineer(Civil, Mechanical, Electrical)	Nos.	13
10	Supervisor	nos	7
11	Skilled Labor		
i	Foreman	Nos.	14
ii	Fitter	Nos.	22
iii	Welder	Nos.	18
iv	Rigger		4
v	Electrician	Nos	9
vi	Mason	Nos	22
vii	Painter	Nos.	1
viii	Carpenter	Nos.	5
12	Semi Skilled Labour (Helper)		
i	Helper of Electrician	Nos.	9
ii	Helper of Fitter	Nos.	22
iii	Helper of Mason	Nos.	22
iv	Helper of Carpenter	Nos.	5
13	Un-Skilled Labours	Nos.	As per requirement
14	Material Management		
i	Store In charge	Nos.	3
ii	Helper	Nos.	9
15	Accounts		
i	Financial Director	Nos.	1
ii	Accounts officer	Nos.	4
	Cashier	Nos	4

Bank Solvency & Limit Certificates

NCC/Mohakhali/2021/104

24th February, 2021

To Whom It May Concern

This is to certify that Mr. A.M.M. Mottashim Billah, Managing Director of **Bark Engineering & Construction Ltd.** Address: House no. 64 (7th floor) Road no. 3 Block B, Niketon, Gulshan 1, Dhaka -1212. Bangladesh has satisfactorily been maintaining a Current Account bearing No. 0125-0210000872 with our Mohakhali Branch, Dhaka. Title **Bark Engineering & Construction LTD.**

To the best of our Knowledge the account holder is financially sound & solvent.

This Certificate is issued without any risk and responsibility on the part of the bank or any of its officials.



Authorized officer

Md. Abdul Hannan Miah
Senior Principal Officer & PA-314
NCC Bank Limited
Mohakhali Branch Dhaka



Authorized Officer
A.K.M. Ekhlesur Rahman
Senior Vice President & Manager
NCC Bank Limited
Mohakhali Branch Dhaka

NCC/Mohakhali/2021/103

24th February, 2021

To Whom It May Concern

This is to certify that Mr. A.M.M. Mottashim Billah, Managing Director of **Bark Engineering & Construction Ltd.** Address: House no. 64 (7th floor) Road no. 3 Block B, Niketon, Gulshan 1, Dhaka -1212, Bangladesh has satisfactorily been maintaining a Current Account bearing No. 0125-0210000872. Mohakhali Branch, Dhaka. Title **Bark Engineering & Construction LTD.** Which is found sound and solvent. We hereby assure that he is financially capable to carry out all financial obligations regarding his supply up to BDT-1000crore.


If they are awarded for the work of BDT 350 crore at any part of the country, we may facilitate them with any kind of credit line if they fulfill our terms and conditions properly & provide us adequate Collateral.

This Certificate is issued without any risk and responsibility on the part of the bank or any of its officials.



Authorized officer

Md. Abdul Hannan Miah
Senior Principal Officer & PA-314
NCC Bank Limited
Mohakhali Branch Dhaka



Authorized Officer

A.K.M. Ekhlashur Rahman
Senior Vice President & Manager
NCC Bank Limited
Mohakhali Branch Dhaka



The Bengal Electric Ltd.
Leader in Transportation, Heavy Lift, Logistic & CMEI Works



ОРГЭНЕРГОСТРОЙ



**Chemical Process
Piping Pvt. Ltd.**

OUR CUSTOMERS

Executed Work List & Experiences

Executed Work List

Bark Engineering & Construction Ltd			
Executed Work List			
Sl	Name of contract	company name	contact date
1	Repair of valbes and pipelines within the boundaries of low pressure heaters- 2,3,4,5 of unit 2 at Ghorashal TPS	"technopromexport" Moscow, Russia	8/1/2012
2	Repair of the condensate pumps of unit 2 at Ghorashal TPS	"technopromexport" Moscow, Russia	21-01-2012
3	Installation of cables at the local boards, control pannels and transmeter stands, identification of cable wirea and plug-in connectors; inspection of control boxes, painting, marking, fabrication of frames for inscription of unit 2 at Ghorashal TPS	"technopromexport" Moscow, Russia	26-02-2012
4	Fabrication of steel structures, fabrication of machined and shaped products, checking of impulse lines and steel structures, painting of USB panels and desks,boiler and turbine local screens, boiler and turbine gate valbes distribution centers excitation and main system boards, supply of argon for unit 2 at Ghorashal TPS	"technopromexport" Moscow, Russia	27-02-2012
5	Repair of oil pumps and oil system, feed water pump of unit 2 at Ghorashal TPS	"technopromexport" Moscow, Russia	18-03-2012
6	Repair of feed water pump, its valbes and cooling system pipelines of unit 2 at Ghorashal TPS	"technopromexport" Moscow, Russia	19-03-2012
7	Replacement of pipelines and vables of feed water block of unit 2 at Ghorashal TPS	"technopromexport" Moscow, Russia	26-04-2012
8	Replacement of defected tubes of oil coolers of lubrication system no1,2,3 of unit 2 at Ghorashal TPS	"technopromexport" Moscow, Russia	7/5/2012
9	Supply of equipment and matterials at Ghorashal TPS	"technopromexport" Moscow, Russia	8/5/2012
10	Disconnection, identification, insulation resistance measuremnet, marking and connection of control cables and wires of inside cabinet communication, dismantling of old signals lamps and installation of new ones with counter drilling of matching bores for new lamps of unit 2 at Ghorashal TPS	"technopromexport" Moscow, Russia	16-05-2012
11	Repair of winding insulation of electric motor stator of unit 2 at Ghorashal TPS	"technopromexport" Moscow, Russia	26-09-2012

Executed Work List

Bark Engineering & Construction Ltd			
Executed Work List			
Sl	Name of contract	company name	contact date
12	Erection of support suspension system , restoration drainage and air taps after main valbes, restoration of foundation support and penetration of FW pipelines at Ghorashal TPS	"technopromexport" Moscow, Russia	23-10-2012
13	Repair of mechanical part of 100/15 tons capacity jetty derrick-crane at Ghorashal TPS	"technopromexport" Moscow, Russia	24-11-2012
14	Repair of electrical part of 100/15 tons capacity jetty derrick- crane at Ghorashal TPS	"technopromexport" Moscow, Russia	25-11-2012
15	Repair of interior finish of compartments, cleaning and painting of 100/15 at Ghorashal TPS	"technopromexport" Moscow, Russia	27-11-2012
16	Overhaul and inspection of CW Pumps No.3 electric motor at Ghorashal TPS	"technopromexport" Moscow, Russia	26-12-2012
17	Repairing the angular flow vertical circulating pump, with electric motor, repairing the rotating water screen unit no 9, repairing the siphon system, repairing the vacuum system station pumphouse no 2 at Ghorashal TPS	"Kharkovenergoremont" Ukraine	14-07-2016
18	Grading and leveling of the NPP “ Ruppur” pilot base’s territory on the turnkey basis	Orgenergostroy, Moscow, Russia	27.09.2014
19	The works on construction of Metal Storage with 32t gantry crane	Orgenergostroy, Moscow, Russia	10.01.2015
20	Construction and assembly works on indoor storage	Orgenergostroy, Moscow, Russia	01.02.2015
21	Construction of Reinforcement welding zone	Orgenergostroy, Moscow, Russia	01.02.2015
22	DESIGN, MANUFACTURE, ASSEMBLY, TRANSPORTATION, DELIVERY AND INSTALLATION OF 01(one) NOS. OF PORTA CABIN (BUNK HOUSE) WITH SEPTIC TANK AND SOAK PIT AS PER TECHNICAL SPECIFICATION AT 2X660 MW BANGLADESH MAITREE COAL POWER PLANT PROJECT,, RAMPAL BAGERHAT BANGLADESH.	BHEL, India	03.08.2017

Executed Work List

Bark Engineering & Construction Ltd			
Executed Work List			
Sl	Name of contract	company name	contact date
23	Construction of temporary roads and drain at 2X660 MW maitree super thermal power project, Rampal, Bagerhat, Bangladesh.	BHEL, India	07.08.2017
24	DESIGN, MANUFACTURE, ASSEMBLY, TRANSPORTATION, DELIVERY AND INSTALLATION OF 04 (FOUR) NOS. OF PORTA CABIN (BUNK HOUSE) WITH SEPTIC TANK AND SOAK PIT AS PER TECHNICAL SPECIFICATION AT 2X660 MW BANGLADESH MAITREE COAL POWER PLANT PROJECT, RAMPAL BAGERHAT BANGLADESH.	BHEL, India	05.05.2018
25	Interior Decoration Work with electrical work at Vice Chancellor's city office, Bangladesh Open University, Nayeem Road Dhaka	Partex Group, Bangladesh	23.5.2018
26	Pile cage fabrication work at 2X660 MW maitree super thermal power project, Rampal, Bagerhat, Bangladesh.	Keller, India	01.08.2018
27	SUPPLY OF GI FLAT, GI GROOVED CLAMP, GI BOLT & SS PLATE FOR 2X660 MW MAITREE SUPER THERMAL POWER PROJECT AT MOIDARA VILLAGE, RAMPAL UPAZILA, BAGERHAT DISTRICT, BANGLADESH"	BHEL, India	16.08.2018
28	Civil works to manufacture shed (15mtr W X 42mtr L) at Rampal site.		17.10.2018
29	Supply and erection of painted structural sheet, and sheeting factory shed (15mtr W X 42mtr L) at Rampal site.	CPPPL, India	17.10.2018
30	EXECUTION OF THE RVER BANK EROSION PROTECTION WORKS for 50 MWac (Grid Tied) SOLAR POWER PLANT SITE on the right bank of the River OLD BRAHMAPUTRA at SUTIAKHALI, GOURIPUR, MYMENSINGH,	HDFC Sinpower Ltd, Singapore	14.11.2018
31	Different size pipe line insulation work by rockwool and aluminum sheet covering at shiddhirgonj Power plant, shiddhirgonj, Narayangonj.	Suaval Group, Spain	12.02.20119

CERTIFICATE OF OUR WORK

<p>АКТ №1</p> <p>СДАЧИ-ПРИЕМКИ ВЫПОЛНЕННЫХ РАБОТ</p> <p>от «__» _____ 2014</p> <p>К ДОПОЛНИТЕЛЬНОМУ СОГЛАШЕНИЮ №2</p> <p>ПО ДОГОВОРУ</p> <p>№253-13/ SP от 27.09.2014</p> <p>МЕЖДУ</p> <p>ЗАО «Институт «Оргэнергострой»</p> <p>И</p> <p>BARK engineering & construction ltd.</p> <p>Дакка</p> <p>ЗАО «Институт «Оргэнергострой», именуемое в дальнейшем «Субподрядчик», в лице Директора филиала ЗАО ОЭС в Народной Республике Бангладеш Мустафы Голама, действующего на основании Доверенности № 77 АБ3467554, с одной стороны, и BARK Engineering & Construction Ltd., именуемое в дальнейшем "Исполнитель", в лице Директора Абу Масум Мохаммед Мотташим Биллах, действующего на основании Устава, с другой стороны, совместно именуемые в дальнейшем «Стороны», подписали настоящий Акт о нижеследующем:</p> <p>Работы удовлетворяют условиям Договора и в надлежащем порядке оформлены.</p> <p>Стоимость выполненных работ по настоящему Акту составляет 181 348,73 (Сто восемьдесят одна тысяча триста сорок восемь 73/100) долларов США.</p>	<p>ACT No.1</p> <p>OF ACCEPTANCE OF PERFORMED WORK</p> <p>dated «__» _____ 2014</p> <p>TO ADDITIONAL AGREEMENT № 2</p> <p>TO CONTRACT</p> <p>№253-13/SP DATED 27.09.2014</p> <p>BETWEEN</p> <p>ZAO «Institute «Orgenergostroy»</p> <p>AND</p> <p>BARK engineering & construction ltd.</p> <p>Dhaka</p> <p>CJSC "Institute «Orgenergostroy", hereinafter to be referred to as the "Subcontractor", represented by Mustafa Golam, The Director of the branch of «OES» JSC in the People's Republic of Bangladesh, acting under the Power of Attorney № 77 AB3467554, on one hand, and BARK Engineering & Construction Ltd., hereinafter to be referred to as the "Performer", represented by Director Abu Masum Mohammed Mottashim Billah acting under the Charter, on the other hand hereinafter called collectively the «Parties», made present Act on the effect that:</p> <p>The Works meet the terms of the Contract and are duly formalized.</p> <p>The cost of completed works as per the Act is 181 348.73 (One hundred eighty one thousand three hundred and forty eight 73/100) US dollars.</p>
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CERTIFICATE OF OUR WORK

<p>По настоящему Акту был уплачен Аванс в размере 41 599,00 (Сорок одна тысяча пятьсот девяносто девять 00/100) долларов США.</p> <p>По настоящему Акту удерживается отложенный платеж в размере 40% (в соответствии с п.5.5 Договора № 253-13/SP от 27.09.2014), что составляет 72 539,49 (Семьдесят две тысячи пятьсот тридцать девять 49/100) долларов США.</p> <p>Следует к перечислению по настоящему Акту – 67 210,24 (Шестьдесят семь тысяч двести десять 24/100) долларов США.</p> <p>Заказчик претензий по объему, качеству и срокам выполнения работ не имеет.</p> <p>Настоящий Акт составлен на русском и английском языках в 2 экземплярах.</p>	<p>Under the Act was paid an advance of 41 599.00 (Forty one thousand five hundred and ninety nine 00/100) US dollars.</p> <p>Under the Act the Deferred Payment in amount of 40 % (in accordance with p. 5.5 of the Contract № 253-13/SP dated 27.09.2014), which is 72 539.49 (Seventy two thousand five hundred and thirty nine 49/100) US dollars, is held.</p> <p>Under the Act the sum in amount of 67 210.24 (Sixty seven thousand two hundred and ten 24/100) US.</p> <p>The Customer has no claims to the scope, quality and terms of execution of the works.</p> <p>The Act is made in Russian and English in two copies.</p>
<p>Субподрядчик: Закрытое акционерное общество «Институт «Оргэнергострой» (ЗАО ОЭС)</p> <p>от имени Субподрядчика:</p> <p><u>Мохаммед Г.М.</u> [УКАЗАТЬ] ФИО, должность <u>Золан Иветадян</u> Личная подпись</p>	<p>The Subcontractor: Closed Joint Stock Company « Institute «Orgenergostroy » (OES CJSC)</p> <p>on behalf of the Subcontractor</p> <p><u>Mohammed G.M. Head of the branch.</u> [TO INSERT] Full name, job position <u>Zolam Ivetafyan</u> Authorized Signatory</p>
<p>Исполнитель: BARK engineering & construction ltd.</p> <p>от имени Исполнителя:</p> <p><u>[Signature]</u> [УКАЗАТЬ] ФИО, должность <u>[Signature]</u> Личная подпись</p>	<p>The Performer: BARK engineering & construction ltd.</p> <p>on behalf of the Performer:</p> <p><u>[Signature]</u> [TO INSERT] Full name, job position <u>[Signature]</u> Authorized Signatory</p>

CERTIFICATE OF OUR WORK

JSC "Technopromexport"
Russia, Moscow

Administrative Management
for Repair and Modernization
works of Units Nos. 1 & 2
at "Ghorashal" TPS

Palash, Narsingdi, Bangladesh



Открытое акционерное общество
«Внешнеэкономическое
объединение

«Технопромэкспорт»
Россия, Москва.

Дирекция по ремонту и
модернизации
блоков №№1 и 2
ТЭС «Горазал».

Нарсинджи, Палаш, Бангладеш

Telephone: 0189238150

Fax: 9353330

E-mail: gorazalTPE@rambler.ru

Тел.: 0189238150

Факс: 9353330

Эл/адрес: gorazalTPE@rambler.ru

TO WHOM IT MAY CONCERN


This is to certify that **Bark Engineering & Construction Ltd.** of 7/4 Eastern Plaza, Bir Uttam C.R. Dutta Road, Hatirpool, Dhaka-1205 had been working as Subcontractor of M/S "TECHNOPROMEXPORT" Moscow, Russia from January 2008 till now at the "Repair and Modernization Works of unit No. 1&2 of Ghorashal Thermal Power Station (TPS)" Project as per Contract No.5305619032 dated 07.01.2008.

This Company performed a good job of works:

- On painting of the USB panels and desks, boiler and turbine local screens, boiler and turbine gate valve distribution centers, excitation and main system boards;
- Fabrication of metal ware, installation of cables, unsoldering of plug-in connectors, fabrication of frames for inspirations, inspection and painting of connection boxes;
- Overhaul of electric motor, and D.C. generator; dismantling and flaw detection of electric motors of acid cleaning pumps;
- Repair of condensate pumps and their valves and pipelines;
- Repair of LP heater drain pumps, their valves and pipelines;
- Repair of generator gas cooler pumps, their valves and pipelines at unit No. 1 & 2 of Ghorashal TPS.

We should like to thank Bark Engineering & Construction Ltd. for their good performance and wish them every success in future.




Director of Administrative Management
for Repair and Rehabilitation Works
of Units No. 1 & 2 at TPS Ghorashal

CERTIFICATE OF OUR WORK

JSC "Technopromexport"
Russia, Moscow

Administrative Management
for repair and modernization works
of Units Nos. 1 & 2
"Ghorasal" TPS

Narsingdi, Palash, Bangladesh
Telephone: 88029353330
E-mail: gorazalTPE@rambler.ru



Открытое акционерное общество
«Внешнеэкономическое
объединение

«Технопромэкспорт»
Россия, Москва.

Дирекция по ремонту и
модернизации
блоков №№1 и 2
ТЭС «Горазаль».

Нарсинджи, Палаш, Бангладеш
Тел.: 88029353330
Эл/адрес: gorazalTPE@rambler.ru

№ 050-101-509

TO WHOM IT MAY CONCERN

This is to certify that M/S "BARK ENGINEERING AND CONSTRUCTION LTD", House No. 54, Road No.08, Sector No.03, Uttara, Dhaka-1230, Bangladesh was engaged in Rehabilitation and Modernization works of Unit No.2, capacity 55 MV, TPS "Ghorasal" as a Subcontractor of JSC "VO"Technopromexport" in 2012 and successfully completed the awarded works.

In accordance with Contracts No.5305619045 dated 21.01.2012 and No.53053120900 dated 08.05.2012 and Supplements to these Contracts M/S "BARK ENGINEERING AND CONSTRUCTION LTD" executed the following types of the equipment repair works and rendered the following services:

- overhaul of the condensate pumps (type 10Kc/I 5x3) with the replacement of all the faulty parts (TA No.42/2);
- repair of low pressure valves and pipelines within the limits of the turbine hall (TA No.30/2);
- overhaul of the feed water pump (type II3 270-150 TB) with the replacement of the faulty parts, repair of the oil and cooling systems (TA No.6A/2; 6B/2);
- replacement of the feed water pipeline (Ø219x16) and valves of the boiler feed assembly with rehabilitation of the drainages, air vents and heat insulation (TA No.41/2);
- overhaul of the oil feed system oil coolers of the turbine with replacement of more than 50% of tubes, post-repair hydraulic pressure
- purchase of the materials and equipment at local market, their delivery to the TPS (TA No.25/2);
- participation in repair and replacement of C&A (TA No.36/2, 37/2, 48/2);
- participation in repair of heaters of the turbine and turbine condenser regeneration system heaters (with replacement of the heater and condenser tubes)

While works execution period, the personnel of M/S "BARK ENGINEERING AND CONSTRUCTION LTD", showed a good organization and sufficient qualification in executing all types of rehabilitation works.

The quality of works execution is GOOD.

V. Prokopenko
Director


DIRECTOR
TECHNOPROMEXPORT RUSSIA
Administrative Management for repair and modernization
works of Units Nos. 1 & 2
"Ghorasal" TPS, Narsingdi, Palash, Bangladesh

Our Supply Capability

Our Supply Capability



Boulder Stones



$\frac{3}{4}$ " Stone chips



$\frac{5}{8}$ " Stone Chips

Our Supply Capability



2.5 FM Sand



1.5 FM Sand



Filling sand

Work Order



光藍公司建築工程民用得乍

地址：北京市海澱區南蜂窩6號

參考：CCECCBD/N07/00.35.2021

日期：27/06/2021

A. D. Authorized Representative

SUPPLY AGREEMENT FOR STONE CHIP PURCHASE ORDER

To:

BARK ENGINEERING & CONSTRUCTION LTD.

Managing Director: Abu Masum Mohammed Mottashim Billah

Address: House No # 64, (7th Floor), Road No # 3, Block # B, Niketon,

Gulshan-1, Dhaka-1212, Bangladesh.

Subject: Asia Highway Development Stone Chip purchase Order.

Dear Sir,

Now therefore, for and in consideration of the fore going premises and mutual covenant that may set forth herein, the parts here to agreed: as they hereby agree to enter into the contract agreement under the following terms and conditions.

The First Party CCECCBD shall be treated as "Buyer" and the Second Party **BARK ENGINEERING & CONSTRUCTION LTD.** shall be treated as Supplier")

The Second Party will supply the Stone chips for the construction of the project, subject to the Buyer's requirements or the standard specification of the stone chips in the contract agreement between CCECCBD and BECL. The First Party will inform the Second Party about its requirement of Stone chips from time to time.

- **Commodity: Dubai / Indian Black Stone chips**
- **Quality & Brand Specification:**
- **Annex I.** The standard specification of the Stone chips under the contract agreement between CCECCBD and BECL

Destination	Commodity	Comprehensive (Ton).	Agreed Quantity (Ton).	Total Amount (BDT)
Stockyard indicated by the Buyer	10mm-18mm Dubai/Indian Black stone chips	4500/- BDT	200000 Ton	900,000,000/-
	16mm-20mm Dubai/Indian Black stone chips	4500/- BDT	100000 Ton	450,000,000/-
	20mm-40mm Dubai/Indian Black stone chips	4500/- BDT	120000 Ton	540,000,000/-
	40mm-60mm Dubai/Indian Black stone chips	4500/- BDT	80000 Ton	360,000,000/-
Total			500000 Ton	2250000000/-
In Word Two Billion Two Hundred Fifty Million Only				

Remarks: the comprehensive unit price excludes, VAT, TAX.

OrderNo # BD/BECL/N07/13.D5/2021



1 to 7

乍得民用建築工程公司藍光, 地址：北京市海澱區南蜂窩6號 郵政編碼：100320

電話：010-62633932, 電子郵件：zonghan@cc-ec.com, 網址：www.cc-ec.com



光藍建築工程公司得民

地址：北京市海澱區南蜂窩6號

日期：27/06/2021

Terms and condition

A > Initial Five Lac metric ton work completion time in 24 month.

B > Mood of payment: After 10,000 Metric Ton.

C > Work order date: 27/06/2021

D > Work start date: 12/07/2021

E > Date of completion of work: 24 month

F > Delivery Place: Jessore Noapara

G > Contact Person: Mr Zongbin, Project Manager CCECCBD

H > During the period of the Covid-19, the driver of Party B's transport vehicle must wear a mask when in contact with Party A's staff and must comply with Party A's epidemic prevention management regulations.

I > The payment time is subject to the payment of Party A's Project department to Party B's account. The payment cycle is approximately 15 days.

J > Each month, we will send you a letter from our company stating the size of the stone you need.

K > Purchase order:

The First Party is responsible to place the purchase order in writing to the Second Party clearly mentioning the quantity, type, and date of delivery. The purchase order may be sent to the Second Party by e-mail and/or by fax and/or by Courier from the First Party. The Supplier has to deliver the commodity to the site based on the schedule or the instruction of the Buyer.

L > Price Validity & Adjustment:

1. The comprehensive unit price will remain valid initially for a period of six month from the date of first delivery made by the Supplier after signing this agreement. The unit price of Commodity under clause 4 with delivery, loading & unloading cost will remain valid for a period of one year from the date of first delivery made by the Supplier after signing this agreement.

2. If the price changes after the valid period, the Second Party shall inform the First Party at least 15 days before requesting the adjustment of the unit price by written communication. The price indicated under Clause 4 shall remain valid and the Second Party shall continue to supply the commodity to the First Party until a new unit price agreed by the parties.

M > Terms of payments:

1. Credit limit period will be 30 (Thirty) days.

2. If the First Party fails to pay the price of the Stone chips by the due date, the Second Party may vary the terms of payment for subsequent supplying of Stone chips to the First Party.

N > Terms of Supply:

1. The Second Party will arrange transport by their own and make delivery with unloading of the commodity to First Party's stockyard or any other place as per the requirement of the First Party.

2. The measurement of the commodity shall be performed by First Party in the present of the representative of the Second Part after delivery. Any dispute relating to the quantity and quality of supplied commodity must be notified in writing or by Mobile Phone SMS to the Second Party by the First Party. Such claims must be substantiated with appropriate documents indicating the nature of the claim.

3. The Supplier will take the full responsibility for any delayed or transportation or any kind of problems until unloading the commodity to stockyard indicated by the Buyer.

4. If Buyer doesn't get delivery according to the requirement of the commodity, the supplier will be responsible for the carrying and replacing cost.

5. Delivered commodity which fails the required material testing according to Clause 3 will be returned to the Supplier and shall be replaced by the Supplier with his own cost.

6. The Buyer or its authorized person shall accept the commodity by signing the counter part of the delivery Challan issued by the Supplier.

7. The Supplier shall open an account in the name of Buyer for maintaining records regarding delivery of commodity, payment made by the Buyer and outstanding dues. The Supplier will send a copy of the said statement of account to the Buyer in every 03 (three) months for its information and necessary action.

光藍建築工程公司得民, 地址：北京市海澱區南蜂窩6號 郵政編碼：100320

電話：010-62633932, 電子郵件：zongbin@cc-ec.com, 網址：www.cc-ec.com



北京藍光民用建築工程公司

地址：北京市海澱區南蜂窩6號

日期：27/06/2021

參考：

8. If the Buyer defaults in payment, the Supplier shall be entitled to cease delivery of commodity after notifying the Buyer in writing or to continue delivery on such other terms as the Parties deem fit until the Buyer has remedied the default.

O > Passing of Risk and Title:

1. Risk in the purchased commodity shall be borne by the Supplier until unloading to the stockyard indicated by the Buyer.
2. Quality Risk in delivered commodity shall be always borne by the Supplier as per the Testing Results from the Laboratory.

P > Document for Settlement of the Account:

The following documents should be considered for settlement of the accounts of the parties

- (1) Purchase Order issued by the First Party
- (2) Invoice issued by the Second Party
- (3) Delivery Challan
- (4) Statement of Account

Q > Force Majeure:

1. Neither party shall be responsible for any loss to the other party in case of delay to fulfill the whole or any part of its obligations, or is prevented or delayed from fulfilling the same owing to act of God, war, warlike situation or hostilities (whether war is declared or not) invasion, blockage, act of foreign enemies, revulsion, revolution, insurrection workers strike, labor trouble, lock-out, usurpation of power, civil war or not, disorder, floods, earthquake, a major breakdown at sellers supply terminal, the restriction by law, regulations, orders or administrative guidance of governmental authorities such as quarantine, embargoes, mobilization, requisition, prohibition of export or import licenses or any other unforeseen reasons beyond the control of the parties hereto whether similar to the foregoing or not, any or which will affect First Party Second Party.

2. The party invoking force Majeure shall. Immediately notify the other party with all details of such event.

3. The obligation of both parties shall be suspended for the period of time during which either party's operation is affected by Force Majeure. Should the force Majeure event last for minimum three months, either party shall be entitled to terminate this Agreement by giving the other party 10 (ten) days written notice to that effect.

R > Terms of the Agreement and Extension:

1. This agreement is valid for 1 (one) years unless terminated by the parties.
2. This agreement may be extended by mutually agreed period and so on as agreed by both parties. Until such extension, the existing terms and conditions will remain unchanged.

S > Termination:

This agreement can be terminated by either party by giving with 10 (ten) days notice in writing. However, outstanding issues have to be settled before such termination.

T > Amendment of the Agreement:

Terms and conditions of this Agreement may be amended by executing a fresh agreement or agreements of both parties.



北京藍光民用建築工程公司, 地址：北京市海澱區南蜂窩6號 郵政編碼：100320

電話：010-62633932, 電子郵件：zonghan@cc-egg.com, 網址：www.cc-egg.com



光藍建築工程公司得乍

地址：北京市海澱區南蜂窩6號

參考：

日期：27/06/2021

U > Governing Law and Arbitration:

1. The laws of Bangladesh shall govern this Agreement.
2. If any disputes arise out of or in connection with this Agreement, both the parties will settle the dispute amicably.
3. In the event of a dispute between the parties arising out of or in connection with this Agreement, which is not settled amicably, such dispute shall be referred to arbitration tribunal constituted by 3 arbitrators and each party shall appoint their own arbitrators and such arbitration shall be conducted at Dhaka, Bangladesh in accordance with the Arbitration Act of 2001. The cost of Arbitration shall be borne by the defeated party.

The Authority reserves the right to cancel this offer at any time.

Please Feel Free to Contact Our Authorized Representative for Any Kinds of Information
(Shambu Kumar Banik-01778448670)

[NB: Please follow all the test report as bellows, To be continue supply your Stone Chip]

Issued by
On behalf of

宗斌

專案經理

光藍建築工程公司得乍

Mr Zongbin

Project Manager

光藍建築工程公司得乍

Accepted by

Abu Masum Mohammed Mottashim Billah

A.M.M. Mottashim Billah

Managing Director

Bark Engineering & Construction Ltd

BARK ENGINEERING & CONSTRUCTION LTD.

Authorized Signatory

4 to 7

光藍建築工程公司得乍, 地址：北京市海澱區南蜂窩6號 郵政編碼：100320

電話：010-62633932, 電子郵件：zongbin@cc-ec.com 網址：www.cc-ec.com

**Дополнительное соглашение №2
к Договору №253-13/SP от 27.09.14.**

**между
Закрытым акционерным обществом
«Институт «Оргэнергострой»**

**и
BARK engineering & construction ltd.**

2014

Заман Ностора

**Additional Agreement №2
to the Contract №253-13/SP signed on 27.09.14.**

**between
Closed Joint-Stock Company "Orgenergostroy",**

**and
BARK engineering & construction ltd.**

2014

[Signature]

ПРЕАМБУЛА	RECITALS
<p>Филиал российского Закрытого акционерного общества «Институт Оргэнергострой», именуемое в дальнейшем «Субподрядчик», в лице директора филиала ЗАО ОЭС в Народной Республике Бангладеш Мустафа Голам действующего на основании доверенности № 77 АБ3467554, с одной стороны</p> <p>И</p> <p>BARK Engineering & Construction Ltd.</p>	<p>The branch of the Russian Closed Joint-Stock Company “Orgenergostroy”, hereinafter referred to as the “Subcontractor”, represented by Mustafa Golam, the director of the branch of “OES” JSC in the People's Republic of Bangladesh, acting under the Power of Attorney № 77 АБ3467554 on the one hand</p> <p>AND</p> <p>BARK Engineering & Construction Ltd.</p>
<p>В лице директора компании <u>Абу Масум</u> Мохаммед Мотташим Биллах действующего на основании устава, именуемое в дальнейшем «Исполнитель», с другой стороны, вместе именуемые «Стороны», заключили настоящее Дополнительное соглашение №2 к Договору №253-13/SP от 27.09.14. (далее – Соглашение №2) о нижеследующем:</p>	<p>Abu Masum Mohammed Mottashim Billah acting under the article of memorandum, hereinafter referred to as the “Performer”, on the other hand, collectively referred to as the “Parties” have concluded the present Additional Agreement №2 to the Contract №253-13/SP signed on 27.09.14. (hereinafter – the Amendment №2), as follows:</p>
<p>1. Стороны договорились признать утратившим силу Дополнительное соглашение №1 о выполнении Работ по вертикальной планировке (далее – Соглашение №1) к Договору №253- 13/SP от 27.09.14. (далее – Договор).</p>	<p>1. The Parties have agreed to declare the Additional Agreement №1 on performing the Works on grading and leveling (hereinafter – the Amendment №1) to the Contract №253-13/SP signed on 27.09.14 (hereinafter – the Contract) to be no longer in force.</p>
<p>2. Исполнитель обязуется по поручению Субподрядчика выполнить работы по вертикальной планировке территории Пионерной Базы АЭС «Руппур» на условиях «под ключ» (далее – Работы по вертикальной планировке).</p>	<p>2. The Performer shall by the order of the Subcontractor perform the works on grading and leveling of the Pilot Base of NPP “Ruppur” (hereinafter – the Works on grading and leveling) on the turn-key basis.</p>
<p>3. Работы по вертикальной планировке будут</p>	<p>The Works on grading and leveling will be</p>

Mustafa Golam

[Signature]

<p>выполнены в точном соответствии с требованиями Проектной и Рабочей документации, переданной Исполнителю.</p> <p>Субподрядчик передает Исполнителю следующий комплект Проектной и Рабочей документации:</p> <p>258-13-.14.19-ГП- 16 листов.</p>	<p>performed in full compliance with sets of Design and Project Documentation surrendered to the Performer.</p> <p>The Subcontractor provides the Performer the following set of Design and Project documentation:</p> <p>258-13-.14.19-ГП- 16 sheets.</p>
<p>4. Стоимость Работ по вертикальной планировке составляет 4,25 (Четыре 25/100) долларов США за один куб. м. Продукции, включая все налоги и сборы, исчисленные в соответствии с законодательством Народной Республики Бангладеш.</p> <p>4.1. Валюта для взаиморасчетов по Соглашению №2 между Субподрядчиком и Исполнителем - Бангладешская така (BDT) по курсу, установленному Центральным банком Бангладеш на дату совершения платежа.</p>	<p>4. The value of the Works on grading and leveling amounts to 4,25 (four dollars 25/100) US dollars for one cubic meter of the Products, including all taxes which are to be calculated conforming the legislation of the People's Republic of Bangladesh.</p> <p>4.1. The currency for settlements under the Amendment №2 between the Subcontractor and the Performer is the Bangladesh Taka (BDT) at the exchange rate settled by Bangladesh's Central Bank on the payment date.</p>
<p>5. Стоимость работ по Соглашению №2 включает себя все налоги и сборы, в том числе НДС, транспортные расходы по доставке Продукции до площадки строительства, а также иные расходы Исполнителя, связанные с выполнением условий Договора и действующих Дополнительных Соглашений.</p> <p>Стороны являются самостоятельными плательщиками налогов и сборов в соответствии с законодательством НР Бангладеш.</p>	<p>5. The value of the works under the Amendment №2 includes all taxes and duties, including VAT, transport charges made for delivering of the Products to the construction site, and other charges of the Performer connected with the performance of the Contract and Additional Agreements in force.</p> <p>The Parties shall be the independent taxpayers according to the legislation of the People's Republic of Bangladesh.</p>





Zaman Mostafa

[Signature]

<p>6. Предполагаемый объем Работ по вертикальной планировке, составляет 42 032 (Сорок две тысячи тридцать два) куб. м. Продукции.</p>	<p>6. The suggested volume of the Works on grading and leveling amounts to 42 032 (forty two thousand thirty two) cubic meters of the Products.</p>
<p>7. Фактический объем Работ по вертикальной планировке будет определен после их завершения путем проведения окончательной геодезической съемки, подтверждающей полное выполнение Работ по вертикальной планировке согласно Проектной и Рабочей документации, указанной в п. 3 Соглашения №2, и последующего расчета объемов Продукции, фактически использованной для выполнения Работ по вертикальной планировке.</p>	<p>7. After the performance of the Works on grading and leveling the factual volume of the performed works shall be determined by final land surveying confirming the completion of the Works on grading and leveling in compliance with the Design and Project documentation specified in the Item 3 of the Amendment №2, and the following calculation of the Products that has in fact been used for the performing of the Works on grading and leveling.</p>
<p>8. Срок начала выполнения Работ по настоящему Соглашению №2 – 01.10.2014г. Срок окончания выполнения Работ по настоящему Соглашению №2 – 17.11.2014г.</p>	<p>8. The initial date under this Amendment №2 is 01.10.2014. The finishing date under this Amendment №2 is 17.11.2014.</p>
<p>9. Расчеты по Соглашению №2 будут произведены согласно п. 5.4 Договора.</p>	<p>9. The settlements under the Amendment №2 shall be made under the Item 5.4 of the Contract.</p>
<p>10. Стороны договорились зачесть авансовый платеж, совершенный по Соглашению №1 к Договору и составляющий 41_599,00 (Сорок одна тысяча пятьсот девяносто девять 00/100) долларов США. При этом зачет указанного аванса будет произведен при оплате выполненных работ в размере 60% согласно п.5.5. Договора.</p>	<p>10. The Parties have agreed that the advance payment, made under Amendment №1 to the Contract and amounting to 41 599 (Forty one thousand five hundred ninety nine 00/100) US dollars, shall be offset. The offset of the advance will be made at the time of payment for completed Works in amount of 60% according to provision 5.5 of the Contract.</p>
<p>11. Настоящее Соглашение №2 является неотъемлемой частью Договора. Во всех остальных вопросах, не</p>	<p>11. The present Amendment №2 is to be deemed an integral part of the Contract. Concerning all other matters which are not</p>

Galam Hecitaf

[Signature]

<p>урегулированных настоящим Соглашением №2, Стороны руководствуются положениями Договора и действующих дополнительных соглашений.</p>	<p>subject to the Amendment №2 the Parties will rely upon the provisions of the Contract and the Additional Agreements in force.</p>
<p>РЕКВИЗИТЫ И ПОДПИСИ СТОРОН</p>	<p>REQUISITES AND SIGNATURES</p>
<p><u>Субподрядчик:</u> </p>	<p><u>The Subcontractor:</u> </p>
<p><u>Исполнитель:</u> </p>	<p><u>The Performer:</u> </p>
<p>В удостоверение чего настоящее Дополнительное соглашение №2 составлено и подписан Сторонами: « ____ » _____ 2014 г. в г. _____.</p>	<p>In witness whereof the Parties have drawn up and executed this Additional Agreement №2: on _____, 2014 in _____.</p>
<p>on behalf of the Subcontractor/от имени Субподрядчика:</p>	<p>on behalf of the Performer/от имени Исполнителя:</p>
<p> Authorized Signatory / Личная подпись</p>	<p> Authorized Signatory / Личная подпись</p>
<p>[УКАЗАТЬ] Name, Title / ФИО, должность</p>	<p>[TO INSERT] Name, Title / ФИО, должность</p>



কক ১৫৯৯৬৬৭

CONTRACT № 14-07/16-05

Palash, Narsingdi

«14» July 2016

Kharkovenergoeremont Limited Liability Company (Ukraine, Kharkiv, a legal entity under the laws of Ukraine), hereinafter referred to as the **Contractor**, on the one part, and the firm Bark Engineering & Construction LTD, Bangladesh, hereinafter referred to as the **Sub-Contractor**, on the other part, have concluded this Contract as follows:

Article 1. Subject Matter of the Contract

1.1. The subject-matter of this Contract is the Subcontractor's execution of the works for Repairing the Angular Flow Vertical Circulating Pump 96/ДВ 4,5/23, with Electric Motor AB 16-49-12 KMT3, Repairing the Rotating Water Screen TH-2000-12750 Unit No.9, Repairing the Siphon system, Repairing the Vacuum System Station Pumphouse No.2, of Ghorashal TPS to the extent and in accordance with the Terms of Reference No.19,20,29,30, specified in Appendix No1 to this Contract.

1.2. All the works shall be performed in accordance with the technical requirements, specified in Appendix No.1 to this Contract, within the period of time, specified in Appendix No.3 hereto. The date of commencement of the work shall be the date of signing the Certificate of Transfer and Acceptance of the Equipment for Repair.

1.3. The scope of the Sub-Contractor's obligations shall include the warranty service during the period before issuing the Certificate of Preliminary Acceptance of the Unit No.5 by the Customer and within 18 months from the date of issuing the Certificate of Preliminary Acceptance.

КОНТРАКТ № 14-07/16-05

Палаш, Нарсинджи

“14” июля 2016г.

Общество с ограниченной ответственностью «Харьковэнергоремонт», (Украина, г. Харьков, юридическое лицо по законодательству Украины), именуемое в дальнейшем “Подрядчик”, с одной стороны, и фирма Bark Engineering & Construction LTD, Бангладеш, именуемая в дальнейшем “Субподрядчик”, с другой стороны, заключили настоящий Контракт о нижеследующем:

Статья 1. Предмет контракта

1.1. Предметом настоящего Контракта является выполнение Субподрядчиком работ по ремонту диагонального вертикального циркуляционного насоса 96/ДВ 4,5/23 с электродвигателем АВ 16-49-12 КМТЗ ст. №9, ремонт сетки водоочистной вращающейся ТН-2000-12750, ст. №9, ремонт сифонной системы, ремонт вакуумной системы БНС-2 блока №5 ТЭС «Горазал» в объеме и в соответствии с Техническим заданием №19, 20, 29, 30 указанным в Приложении №1 к настоящему Контракту.

1.2. Все работы должны быть выполнены в соответствии с техническими требованиями, указанными в Приложении № 1 к настоящему Контракту, в сроки, указанные в Приложении № 3 к настоящему Контракту. Датой начала работ является дата подписания акта приема-передачи оборудования в ремонт.

1.3. В объем обязательств Субподрядчика входит гарантийное обслуживание в период до выдачи Заказчиком Сертификата Предварительной Приемки блока №5 и в течение 18 месяцев со дня выдачи Сертификата Предварительной Приемки.

Article 2. Definitions and Interpretation

2.1. **Engineer** shall mean the Expert appointed by the Contractor for the purpose of execution of the works provided for in the Contract.

2.2. **Construction Site** shall mean the land and other areas, at which the works are performed or have to be performed, and any other land and sites, provided by the Contractor at Ghorashal TPS for the purpose of execution of this Contract. Materials during transportation between a place, included in the definition of the Construction Site, and any other place, shall be also defined as a construction site, and shall be deemed located at the construction site.

2.3. **Object** shall mean the equipment and materials, to be mounted or already mounted by the Sub-Contractor in accordance with this Contract.

2.4. **Month** shall mean a calendar month in accordance with the Gregorian calendar.

2.5. **Working days** shall mean the days of the Gregorian calendar, except for weekends and holidays, established in accordance with the laws of Bangladesh.

2.6. **Contract Documents** shall mean the present contract and Appendices No 1,2,3,4,5 thereto.

2.7. **Contractor's Representative** shall mean the Head of the repair on-site repair and modernization of Unit No.5 of Ghorashal TPS or the authorized person, replacing it.

2.8. **Representative of the Consortium Leader** shall mean the Deputy Director of the Representative or the authorized person, replacing it, INTER RAO – Engineering LLC.

2.9. **Customer's Representative** shall mean the Project Director for the repair and modernization of Unit No.5 of Ghorashal TPS, Broadsword, Narsingdi or authorized person, replacing it.

Article 3. Price

3.1. The price of this Contract shall be 85 797 636, 65 BDT. In this case the cost of the works performed by the Sub-Contractors in accordance with this Contract has been determined on the basis of unit prices, listed in Appendix No.2 to the Contract, shall be firm and not subject to changes and escalating during the whole period of the work performance by the Sub-Contractor under this Contract, specified in Appendix No.3 to this Contract.

3.2. The price, specified in paragraph 3.1 of this Article, shall include the Sub-Contractor's work performance in accordance with the Terms of Reference No.18, specified in Appendix No.1 to this Contract, the purchase of all the necessary parts and materials other than those that be highlighted the Contractor, as well as all local taxes, fees and charges payable by the Sub-Contractor in accordance with the current legislation of Bangladesh.

3.3. By signing this Contract, the Sub-Contractor acknowledges that it:

- carefully reviewed and examined this Contract, drawings, specifications and technical requirements relating to this Contract, regardless of whether they have been transferred by the Contractor or not, as well as fully or partially or as a whole knows the purpose and content of these documents;
- made sure that in the volume of drawings and the Terms of Reference No.19,20,29,30 can provide skilled and

Статья 2. Определения и интерпретации

2.1. "Инженер" означает Эксперт, назначенный Подрядчиком с целью исполнения работ, предусмотренных настоящим Контрактом.

2.2. "Строительная площадка" означает земли и другие участки, на которых должны или выполняются работы, и любые другие земли и участки, предоставляемые Подрядчиком на ТЭС "Горазал" в целях выполнения настоящего Контракта. Материалы при перевозке между каким-либо местом, включенным в определение строительной площадки, и любым другим местом, также определяемым как строительная площадка, считаются находящимися на строительной площадке.

2.3. "Объект" означает оборудование и материалы, монтируемые или смонтированные Субподрядчиком в соответствии с настоящим Контрактом.

2.4. "Месяц" означает календарный месяц в соответствии с григорианским календарем.

2.5. "Рабочие дни" означает дни григорианского календаря за исключением выходных и праздничных дней, установленных в соответствии с законодательством Бангладеш.

2.6. "Контрактные документы" означает настоящий Контракт и Приложения № 1,2,3,4,5 к нему.

2.7. "Представитель Подрядчика" означает руководитель ремонта на площадке по ремонту и модернизации Блока 5 ТЭС "Горазал" или уполномоченное лицо, его замещающее.

2.8. "Представитель Лидера Консорциума" означает Заместитель Директора Представительства или уполномоченное лицо, его замещающее, ООО "Интер РАО - Инжиниринг".

2.9. "Представитель Заказчика" означает Директор проекта по ремонту и модернизации Блока 5 ТЭС "Горазал", Палаш, Нарсингди или уполномоченное лицо, его замещающее.

Статья 3. Цена

3.1. Цена настоящего Контракта составляет 85 797 636, 65 Така. При этом стоимость работ, выполняемых Субподрядчиком в соответствии с настоящим Контрактом, определена на основании единичных цен, указанных в Приложении №2 к настоящему Контракту, является твердой и не подлежит изменению и эскалации в течение всего срока выполнения работ Субподрядчиком по настоящему Контракту, указанного в Приложении №3 к настоящему Контракту.

3.2. Указанная в п.3.1 настоящей Статьи цена включает в себя выполнение Субподрядчиком работ в соответствии с Техническим заданием №18, указанным в Приложении №1 к настоящему Контракту, закупку всех необходимых запчастей и материалов, кроме тех, которые может выделить Подрядчик, а также все местные налоги, сборы и пошлины, подлежащие оплате Субподрядчиком в соответствии с действующим законодательством Бангладеш.

3.3. Подписывая настоящий Контракт, Субподрядчик подтверждает, что он:

- тщательно рассмотрел и изучил настоящий Контракт, чертежи, спецификации и технические требования, относящиеся к настоящему Контракту, независимо от того, переданы они Подрядчиком или нет, а также полностью или частично или в целом знаком с целью и содержанием этих документов;
- убедился, что может в объеме чертежей и Технического задания №19,20,29,30 обеспечить

unskilled labor in sufficient quantity, and also supply mechanisms, instruments and equipment and materials to the construction site in sufficient quantities to perform the work to the extent and in accordance with the Terms of Reference No 19,20,29,30 specified in Appendix No.1 to this Contract. It has also included the cost of the works, specified in Appendix No.2 to this Contract in the prices, and, accordingly, the price of the Contract, the cost of workers' wages, loading, unloading, transportation of the Contractor's Equipment from the warehouse to the site of repair, maintenance mounting hardware, hoisting machines, tools, consumables, etc. for the purpose of ensuring the full compliance with its obligations under this Contract.

c) took into the climate changes, weather, precipitation, geographic location and atmospheric fluctuations on the construction site. It also took into account the availability of sufficient equipment, tools and materials necessary to perform the work in Unit No.5 of Ghorashal TPS in accordance with the Terms of Reference No.19,20,29,30 specified in Appendix No.1 to this Contract, in different months of the year during the period of its execution;

d) read and agree to pay all costs associated with labor, VAT, all taxes on social insurance and the relevant laws and regulations in force at the date of signing the Contract. These expenses shall be included by the Sub-Contractor in the prices the cost of the works, specified in Appendix No.2 to this Contract and, accordingly, shall be included in the price of the Contract, specified in paragraph 3.1 of this Contract. The Sub-Contractor shall be responsible for any damages that may be incurred by the Contractor in this regard;

e) provided for in the pricing for the works, specified in Appendix No.2 to this Contract and, accordingly, in the price of the Contract, the amount to pay for all other expenses, in addition to those listed in the preceding paragraphs, as well as their profits, and in the future it shall not require any payments other than those provided for in this Contract;

f) at the Contractor's order shall agree and sign at the Customer's Representative the Work Completion Certificate for the reporting month, according to the Pro-Form, given in Appendix No.5 to the Contract, shall perform at its own expense all necessary testing of the materials and structures, confirming the quality of the works, as provided by the approved norms and standards;

g) at the Contractor's order shall agree and sign at the Customer's Representative the Transfer and Acceptance Certificate/Act at the Customer's warehouse or in a special place (in case if the process of the work performance there is dismantled equipment);

h) at its own expense, shall get all necessary licenses, permits, shall make all formalities in force in accordance with the legislation applicable in Bangladesh, in connection with the execution of this Contract;

i) taking into account the aforementioned, the Sub-Contractor hereby confirms that it has taken everything into account at the moment of signing this Contract, and that it

квалифицированную и неквалифицированную рабочую силу в достаточном количестве, а также поставить механизмы, приборы и оборудование, и материалы на строительную площадку в достаточном количестве для выполнения работ в объеме и в соответствии с Техническим Задаaniem №19,20,29,30 указанным в Приложении №1 к настоящему Контракту. Он также включил в расценки стоимость работ, указанные в Приложении № 2 к настоящему Контракту, и соответственно, в цену настоящего Контракта, расходы по зарплате рабочим, погрузке, разгрузке, транспортировке оборудования Подрядчика со склада до площадки проведения ремонта, обеспечению монтажным оборудованием, грузоподъемными механизмами, инструментами, расходными материалами и т.д. с тем, чтобы обеспечить полное выполнение своих обязательств по настоящему Контракту;

в) принял во внимание климатические изменения, погодные условия, выпадение осадков, географическое расположение и атмосферные колебания на строительной площадке. Он также принял во внимание обеспеченность в достаточном количестве оборудованием, инструментом и материалами, необходимыми для выполнения работ на Блоке №5 ТЭС «Горазал» в соответствии с Техническим Задаанием №19,20,29,30 указанным в Приложении №1 к настоящему Контракту, в различные месяцы года в период исполнения настоящего Контракта;

г) ознакомился и согласен оплачивать все расходы, связанные с использованием рабочей силы, НДС, все налоги по социальному страхованию и соответствующим законам и постановлениям, действующим на дату подписания Контракта. Данные расходы включены Субподрядчиком в расценки: стоимости работ, указанные в Приложении № 2 к настоящему Контракту, и, соответственно, входят в цену настоящего Контракта, указанную в п. 3.1 настоящего Контракта. Субподрядчик несет ответственность за любые убытки, которые может понести Подрядчик в этой связи;

д) предусмотрел в расценках работ, указанных в Приложении № 2 к настоящему Контракту, и, соответственно, в цене настоящего Контракта, суммы для оплаты всех прочих расходов, кроме тех, которые перечислены в предыдущих пунктах, а также свою прибыль, и в дальнейшем он не будет требовать никаких платежей за исключением тех, которые предусмотрены в настоящем Контракте;

е) по указанию Подрядчика согласует и подпишет у Представителя Заказчика Сертификат о выполненных работах за отчетный месяц, согласно форме, указанной в Приложении №5 к настоящему Контракту, выполнит за свой счет все необходимые испытания материалов и конструкций, подтверждающих качество выполненных работ, как это предусмотрено утвержденными нормами и стандартами;

ж) по указанию Подрядчика согласует и подпишет у Представителя Заказчика Акт/Сертификат приема-передачи на склад Заказчика или в специально Отведенное место (в случае наличия в процессе выполнения работ демонтированного оборудования);

з) за свой счет получит все необходимые лицензии, разрешения, выполнит все действующие формальности в соответствии с законодательством, действующим в Бангладеш, в связи с выполнением настоящего Контракта;

и) с учетом вышеуказанного, Субподрядчик заверяет настоящим, что он все принял во внимание в момент подписания настоящего Контракта, и что им не было

had nothing left out that could subsequently be an argument in a statement regarding its ignorance.

Article 4. Organization of Works by the Sub-Contractor

4.1. The Sub-Contractor shall independently organize and perform the works under the supervision and in accordance with the instructions of the Engineer (Contractor's representative), in accordance with the Terms of Reference No19, 20,29,30 specified in Appendix No.1 to this Contract.

For this purpose the Sub-Contractor shall independently employ the qualified and not qualified labor force in the amount, necessary for the work performance within the contractual terms, provided for in Appendix No.3 hereto.

4.2. The Sub-Contractor shall not permit labor disputes, strikes, sabotage and/or some form of discontent or protest of the Subcontractor's personnel that could lead to work stoppages, cessation of work or poor performance of the work.

Occurrence of labor disputes, strikes, sabotage and/or some form of discontent or protest of the Subcontractor's personnel that resulted in outages at the construction site, cessation of work, poor work performance, may be grounds for termination of this Contract under the initiative of the Contractor in accordance with the procedure, provided for by Article 31.1 of the Contract, with the Subcontractor's compensation for all losses incurred by the Contractor and any other costs associated with the termination.

4.3. In signing this Contract, the Sub-Contractor shall be obliged to provide the following for the Contractor's approval:

- Work Performance Schedule (Appendix No.3);
- List of spare parts, materials and equipment, supplied for the performance of repair works;
- Draft Staff Schedule, indicating qualifications and the number of the staff, involved in the work performance.

Article 5. Quality of the Performed Works

5.1. The Sub-Contractor shall perform all the works and each of their part in its entirety, and in the best way, in strict accordance with the terms and conditions of this Contract, including working drawings, specifications and technical instructions transferred to it by the Contractor.

5.2. The Sub-Contractor shall be guided by the norms and standards, necessary for the work performance, with the fullness, accuracy and integrity adhere to the drawings, projects and written work instructions, signed by the Engineer, which shall be stored in the Engineer's office, and to which the Sub-Contractor shall have access for their study in the office during business hours; or, at the Sub-Contractor's request, shall have the right at its own expense to take copies of all of the aforementioned specifications, drawings, projects and instructions.

5.3. The Sub-Contractor shall ensure compliance with the requirements existing in the quality management system at the object.

Article 6. Rights of the Engineer

6.1. The Engineer shall have the right in the course of the work performance by the Sub-Contractor to make any changes, deletions, additions or substitutions of the original

ничего упущено, что могло бы впоследствии явиться аргументом в заявлении относительно его неведения.

Статья 4. Организация работ Субподрядчиком

4.1. Субподрядчик самостоятельно организует и выполняет работы под контролем и в соответствии с указаниями Инженера (представителя Подрядчика), согласно Техническому заданию № 19,20,29,30 указанным в Приложении №1 к настоящему Контракту.

В этих целях Субподрядчик самостоятельно нанимает квалифицированную и неквалифицированную рабочую силу в количестве, необходимом для выполнения работ в Контрактные сроки, предусмотренные в Приложении № 3 к настоящему Контракту.

4.2. Субподрядчик обязуется не допускать стачек, забастовок, саботажа и/или иной формы недовольства или протеста персонала Субподрядчика, могущих повлечь перерывы в работе, прекращение работ или некачественное выполнение работ.

Возникновение стачки, забастовки, саботажа и/или иной формы недовольства или протеста персонала Субподрядчика, повлекшие перерывы в работе на строительной площадке, прекращение работ, некачественное выполнение работ, может являться основанием для расторжения настоящего Контракта по инициативе Подрядчика в порядке, предусмотренном ст. 31.1 настоящего Контракта, с компенсацией Субподрядчиком всех понесенных Подрядчиком убытков и иных расходов, связанных с таким расторжением.

4.3. При подписании настоящего Контракта, Субподрядчик обязуется предоставить на согласование Подрядчику:

- График выполнения работ (Приложение № 3);
- перечень поставляемых для выполнения ремонтных работ запасных частей и материалов и оборудования;
- проект Штатного расписания с указанием квалификации и количества привлекаемого персонала для выполнения работ.

Статья 5. Качество выполняемых работ

5.1. Субподрядчик должен выполнить все работы и каждую их часть во всей полноте и наилучшим образом, в строгом соответствии с условиями настоящего Контракта, в том числе рабочими чертежами, спецификациями и техническими инструкциями, переданными ему Подрядчиком.

5.2. Субподрядчик должен руководствоваться необходимыми для выполнения работ нормами и стандартами, со всей полнотой, точностью и добросовестностью придерживаться чертежей, проектов и письменных рабочих инструкций за подписью Инженера, которые будут храниться в канцелярии Инженера, и к которым Субподрядчик будет иметь доступ для их изучения в данной канцелярии в рабочее время; или же, по желанию Субподрядчика, он вправе за свой счет снять для себя копии всех таких вышеуказанных спецификаций, чертежей, проектов и инструкций.

5.3. Субподрядчик обеспечит исполнения требований действующей на объекте системы менеджмента качества.

Статья 6. Права Инженера

6.1. Инженер имеет право в ходе выполнения работ Субподрядчиком вносить любые изменения, исключения, дополнения или замещения в

content of the specifications, drawings, designs, manuals, and other technical working documents, if it considers it necessary or appropriate, and the Sub-Contractor shall perform the work in accordance with the any instructions transferred to it in writing and signed by the Engineer, and any such changes, deletions, additions or substitutions shall not abrogate this Contract.

6.2. All changed, replaced or additional works, of the performance of which the Sub-Contractor shall get a notice, as specified in paragraph 6.1, shall be performed by the Sub-Contractor under the Contract Price.

6.3. In case if at any moment after the start of the work the Contractor's need perform it in full volume, stipulated by the Contract, disappears for any reason, the Contractor shall notify the Sub-Contractor in writing of it; and in this case the Sub-Contractor shall not have the right to get any payment or compensation in connection with a possible benefit or profit that it could extract in case of the work performance in full, but has not taken as a result of the fact that the work was not fulfilled in its entirety in full by it, as well as shall not have the right to pretend to get any compensation in connection with any changes, made in the initial specifications, drawings and instructions, entailing the reduction of the volume of the work in comparison with the initially provided ones.

6.4. In case if the Engineer (other person, authorized by the Contractor) deems it necessary to include its staff as chief-engineers in the labor staff of the Sub-Contractor, the Sub-Contractor shall be obliged to perform the works, taking into account the instructions of the chief engineer/chief engineers, and in this case the Sub-Contractor shall not be released from responsibility for the quality and time period for the work performance.

6.5. The Engineer (other person, authorized by the Contractor) in case of detecting inappropriate qualifications of any of the staff, involved by the Sub-Contractor, or repeated violation of the requirements on labor protection and safety by the Sub-Contractor's workers, as well as violation of the Engineer's (Chief Engineer's) requirements, shall have the right to require from the Sub-Contractor to replace that employee. The Sub-Contractor shall be obliged to replace the inadequate staff for other staff with the required qualifications, within three working days from the date of receiving a claim from the Contractor.

Article 7. Sub-Contractor's Responsibility for the Quality of the Performed Works

7.1. In case if the Engineer finds that any of the works have been performed improperly, or with the use of worse materials other than stated in this Contract, or if the devices, used by the Sub-Contractor for the work performance, are of poor quality, or below the quality, provided for by the Contract, the Engineer shall have the right to specify within two days, in writing, works, materials and supplies, which are the subject of the claim, and require from the Sub-Contractor to correct, remove or re-perform such works, in whole or in part on in a timely manner as required by the Engineer, and the Sub-Contractor shall comply with this requirement; or - where appropriate - to remove such materials or equipment and put in their place the right materials or tools at its own expense.

первоначальном содержании спецификаций, чертежей, проектов, инструкций, и прочей технической рабочей документации, если сочтет такое необходимым или целесообразным, при этом Субподрядчик обязан выполнять работу в соответствии с любыми указаниями, переданными ему в письменном виде за подписью Инженера, и любые такие изменения, исключения, дополнения или замещения не лишают силы настоящий Контракт.

6.2. Все измененные, дополнительные или замененные работы, о выполнении которых Субподрядчик получит указание, как указано в п. 6.1., будут выполнены Субподрядчиком в рамках цены Контракта.

6.3. В случае если в любой момент времени после начала работы у Подрядчика по какой-либо причине исчезнет необходимость выполнения ее в полном оговоренном Контрактом объеме, Подрядчик должен в письменном виде уведомить об этом Субподрядчика; при этом Субподрядчик не вправе претендовать на получение какой-либо оплаты или компенсации в связи с возможной выгодой или прибылью, которую он мог бы извлечь в случае выполнения им работы в полном объеме, но не извлек вследствие того, что работа в полном объеме не была им выполнена, равно как и не вправе претендовать на получение какой-либо компенсации в связи с какими-либо изменениями, внесенными в первоначальные спецификации, чертежи и инструкции, повлекшими сокращение объема работы в сравнении с первоначально предусмотренным.

6.4. В случае если Инженер (иное уполномоченное Подрядчиком лицо) сочтет необходимым включить в качестве шеф-инженеров в состав рабочего персонала Субподрядчика свой персонал. Субподрядчик обязуется выполнять работы с учетом указаний шеф-инженера/шеф-инженеров, при этом с Субподрядчика не снимается ответственность за качество, сроки выполнения работ.

6.5. Инженер (иное уполномоченное Подрядчиком лицо) в случае, если выявит несоответствующую квалификацию кого-либо из привлеченного Субподрядчиком персонала, или неоднократное нарушение со стороны работников Субподрядчика требований по охране труда и техники безопасности, а также нарушение требований Инженера (шеф-инженера), имеет право требовать от Субподрядчика замены данного работника. Субподрядчик обязан заменить ненадлежащий персонал на другой персонал, необходимой квалификации, в течение трех рабочих дней с даты получения требования Подрядчика.

Статья 7. Ответственность Субподрядчика за качество выполненных работ

7.1. В случае, если Инженер сочтет, что какие-либо из работ были выполнены ненадлежащим образом, или с использованием худших, нежели оговорено настоящим Контрактом, материалов, или, что используемые Субподрядчиком для выполнения работы приспособления недоброкачественны, или ниже предусмотренного Контрактом качества, то Инженер вправе в двухдневный срок в письменном виде указать являющиеся предметом претензии работы, материалы и приспособления и потребовать от Субподрядчика исправить, устранить или заново выполнить такие работы, целиком или частично по мере необходимости в установленные Инженером сроки, а Субподрядчик обязан выполнить такое требование; или же - в соответствующих случаях - удалить такие материалы или приспособления и поставить взамен их надлежащие материалы или приспособления за свой счет.

7.2. In case if the Sub-Contractor fails to fulfill this requirement within the period of time, as indicated above by the Engineer, the Contractor shall retain the fee for liquidated damages for as long as this requirement is not fulfilled by it in the amount of 1% (one percent) per day of the appraised value of the work, materials or devices, which are the subject of the claim, but not more than 10 days. In this case in case of failure to comply with the requirements for more than 10 days, the Contractor shall have the right to correct, remove or re-perform such works, or remove and replace with others such are the subject of the claim, materials or devices, entirely with the use of third-party labor force, and, in this case, keep these costs (and final confirmation of the amount of such costs is the relevant Certificate, drawn up and signed by the Engineer and the representative of the company, involved in the correction of the damage) of the outstanding or may ever afterwards be due amounts to the Subcontractor or reimburse them from the amount of the Guarantee of the proper performance under this Contract.

Article 8. Performance of Hidden Works

8.1. All performed works or the works to be performed shall be at all times open to access in the presence of the Sub-Contractor for the purpose of making checks and inspections by the Engineer, by the Consortium Leader or by the Customer's representative, and the Sub-Contractor's representatives shall be present at it at any time within the working day or at any other time.

Article 9. Sub-Contractor's Responsibility for causing Damage to the Contractor's and Third Parties' Property, located at the Object

9.1. In case if the Sub-Contractor or its worker, service, or support staff cause damage, spoils, ruins, as a consequence of unskilled actions or destroys instruments and other equipment provided by the Contractor, or any part of the building in which it performs the work, construction, road web or curb side of the road, rail, water, underground cable, drain, electric or telephone cable or a support tree planting, grass and lawns or cultivated land adjacent to the buildings in which the Sub-Contractor performs the work or a part thereof, and everything else, that refers to the object or construction site or as a result of any cause any damage is caused to the object of the work during its execution, or, if within 18 (eighteen) months from the date of issuing the Performed Works Transfer Certificate /Certificate of the Object Commissioning by the Contractor, any imperfections/defects in its execution are found, the Sub-Contractor shall correct such damage, etc. at its own expense within the period of time, specified by the Engineer. In case of the Sub-Contractor failure to fulfill this condition, the Contractor shall have the right to such damage, etc. with the use of outside labor, and retain these costs (and final confirmation of the amount of such costs shall be the relevant Certificate, drawn up and signed by the Engineer and the Company's representative, involved in the correction of damage) of outstanding or may ever afterwards amounts due to the Sub-Contractor or shall reimburse them from the amounts of the Guarantee of the proper performance under this Contract.

7.2. В случае, если Субподрядчик не выполнит данное требование в назначенный, как указано выше, Инженером срок, Подрядчиком будет удержана плата за заранее оцененные убытки за все время, пока данное требование не будет им выполнено, в размере 1% (один процент) в день от оценочной стоимости работы, материалов или приспособлений, являющихся предметом претензии, но не более чем за 10 дней. При этом в случае невыполнения требования в срок более 10 дней, Подрядчик вправе исправить, устранить или заново выполнить такие работы, или удалить и заменить другими такие, являющиеся предметом претензии, материалы или приспособления, целиком и полностью с использованием посторонней рабочей силы и, в таком случае, удерживать такие расходы (причем окончательным подтверждением суммы таких расходов является соответствующий Акт, составленный и подписанный Инженером и Представителем фирмы, привлеченной к исправлению повреждения) из причитающихся или могущих когда-либо впоследствии причитаться Субподрядчику сумм, или возместить их из суммы Гарантии надлежащего исполнения по настоящему Контракту.

Статья 8. Выполнение скрытых работ

8.1. Все выполняемые или выполненные работы должны быть в любое время открыты для доступа в присутствии Субподрядчика с целью их проверки и инспекции Инженером, Лидером Консорциума или Представителем Заказчика, и Представители Субподрядчика должны присутствовать при нем в любое время в пределах рабочего дня или в любое иное время.

Статья 9. Ответственность Субподрядчика за повреждение имущества Подрядчика и 3-х лиц, находящихся на Объекте

9.1 В случае если Субподрядчик или его рабочий, обслуживающий или вспомогательный персонал повредит, испортит, разрушит, в следствии неквалифицированных действий, или уничтожит инструменты и другое оборудование, предоставленное Подрядчиком, или какую-либо часть здания, в котором он выполняет работу, сооружение, дорожное полотно или бордюрный край дороги, ограждение, водопровод, подземный кабель, водосток, электрический или телефонный кабель или его опору, древесные посадки, травы и газоны или обрабатываемые земли, примыкающие к зданиям, в которых Субподрядчиком выполняется работа или ее часть, и все другое, что относится к Объекту либо строительной площадке, или же вследствие любой причины какое-либо повреждение будет нанесено самому объекту работы в ходе ее выполнения, или же, если в течение 18 (восемнадцати) месяцев, считая со дня выдачи Подрядчиком Сертификата о сдаче выполненных работ/Сертификата о сдаче Объекта в эксплуатацию, обнаружится несовершенство/ дефекты ее выполнения, Субподрядчик должен за свой счет исправить такие повреждения и т.п. в срок, установленный Инженером. В случае невыполнения Субподрядчиком данного условия Подрядчик вправе исправить такие повреждения и т.п. с использованием посторонней рабочей силы и удерживать такие расходы (причем окончательным подтверждением суммы таких расходов является соответствующий Акт, составленный и подписанный Инженером и Представителем фирмы, привлеченной к исправлению повреждения) из причитающихся или могущих когда-либо впоследствии причитаться Субподрядчику сумм,

Article 10. Sub-Contractor's providing Material and Human Resources for the Work Performance

10.1. The Sub-Contractor shall at its own expense deliver to the construction site (as well as take away from it upon completion of the works) and shall store at the construction site at its own expense machinery, equipment and supplies necessary for the proper performance of the scope of work, specified in Appendix No.1 to this Contract. The Sub-Contractor shall also provide at its own expense at the construction site and the required number of staff to provide at its disposal the necessary equipment and materials to perform the works, make measurement and accounting, as well as to assist the Engineer at any time during measurement and inspection of the work or materials.

All provided machinery, equipment and supplies shall be new, shall have the appropriate certificates of origin and quality, and shall meet the required requirements.

10.2. In case of the Sub-Contractor's failure to fulfill this condition, the Contractor shall have the right to carry out such deliveries on its own due to the Sub-Contractor, and in this case the associated costs shall be deducted from any amounts due to the Sub-Contractor under the Contract or reimbursed from the amount of the guarantee withholdings.

10.3. The Sub-Contractor shall be also obliged at its own expense to ensure that fencing and lighting necessary for the prevention of accidents as well as to bear the expenses for the protection of the Contractor in case of any litigation or other claims that may be brought by the Sub-Contractor's employees as a result of damage, caused to them by reason of neglect of such precaution measures, and to pay any costs or compensation at its own expense, of which a court decision can be made in the course of such actions, processes or proceedings.

Article 11. Supervision over the Work Performance

11.1. Supervision over the execution of works shall be carried out on behalf of the Contractor by the Engineer.

11.2. Any instructions and orders of the Engineer shall be considered as an indication of the Contractor and shall be binding for the Sub-Contractor.

11.3. The Sub-Contractor shall provide full assistance to the Engineer in the supervision of the execution of works. Supervision of the work in any way shall not release the Sub-Contractor from responsibility for the proper execution of the work in accordance with the drawings, specifications and conditions of this Contract.

11.4. Except for the cases when it is contrary to the legislation of Bangladesh, the Sub-Contractor shall carry out, implement and support the work in strict accordance with this Contract and in accordance with the Engineer's requirements, and strictly follow and comply with the instructions and orders of the Engineer on any issues (as specified and not specified by this contract) relating to the works or work-related. Represented by the Engineer, the Sub-Contractor shall get the instructions and orders on behalf of the Contractor.

11.5. The Engineer at any time shall have the right to access to the construction site, as well as workshops, shop sections

или возместить их из суммы Гарантии надлежащего исполнения по настоящему Контракту.

Статья 10. Предоставление Субподрядчиком материальных и людских ресурсов для выполнения работ

10.1 Субподрядчик за свой счет поставит на строительную площадку (а также увезет с нее по окончании работ) и обязан хранить на строительной площадке за свой счет механизмы, оборудование и расходные материалы, необходимые для надлежащего выполнения объема работ, указанного в Приложении №1 к настоящему Контракту. Субподрядчик также обязан за свой счет предоставить на Строительную площадку необходимое количество персонала и придать в его распоряжение необходимые средства и материалы для выполнения работ, осуществления измерений и учета, а также оказывать содействие Инженеру в любое время при измерениях и проверках работ или материалов.

Все предоставляемые механизмы, оборудование и расходные материалы должны быть новыми, иметь соответствующие сертификаты происхождения и качества, и соответствовать предъявляемым требованиям.

10.2. В случае невыполнения Субподрядчиком данного условия Подрядчик вправе осуществить такие поставки самостоятельно за счет Субподрядчика, при этом соответствующие расходы будут удержаны из любых причитающихся Субподрядчику согласно Контракту сумм, или возмещены из суммы гарантийных удержаний.

10.3. Субподрядчик за свой счет также должен обеспечить ограждения и освещение, необходимые для предупреждения несчастных случаев, а также нести расходы по защите Подрядчика в случае любых судебных или иных исков, которые могут быть предъявлены работниками Субподрядчика вследствие вреда, нанесенного им по причине пренебрежения такими мерами предосторожности, и оплатить любые расходы или компенсации за свой счет, о которых может быть принято решение суда в ходе таких исков, процессов или разбирательств.

Статья 11. Надзор за выполнением работ

11.1. Надзор за выполнением работ от лица Подрядчика осуществляется Инженером.

11.2. Любые указания и распоряжения Инженера должны рассматриваться как указания Подрядчика и являться обязательными для Субподрядчика.

11.3. Субподрядчик должен оказывать всестороннее содействие Инженеру в ходе надзора за выполнением работ. Надзор за работой ни в коей мере не освобождает Субподрядчика от ответственности за надлежащее выполнение работы в соответствии с чертежами, спецификациями и условиями настоящего Контракта.

11.4. За исключением случаев, когда это противоречит законодательству Бангладеш, Субподрядчик обязан осуществлять, выполнять и поддерживать работу в строгом соответствии с настоящим Контрактом согласно требованиям Инженера, а также строго следовать и удовлетворять указаниям и распоряжениям Инженера по любым вопросам (как оговоренным, так и не оговоренным настоящим Контрактом), касающимся работ или связанным с работами. В лице Инженера Субподрядчик получает указания и распоряжения от имени Подрядчика.

11.5. Инженер в любое время имеет право доступа на строительную площадку, а также в рабочие цеха.

and other premises where preparatory works are performed or from where the materials, components, equipment and machinery are received for performing the works by the Sub-Contractor hereunder; the Subcontractor shall provide all necessary and provide comprehensive assistance for such access and inspection, as well as to get the rights for such access.

11.6. In case if according to the specification, instructions of the Engineer, the laws, regulations or requirements of any authorities, a special control or testing for any work is necessary, the Sub-Contractor shall promptly notify in writing the Engineer of its willingness to make such an inspection, or till the date appointed for inspection when the inspection is carried out by other bodies, in addition to the Contractor and its authorized representatives, and the Sub-Contractor shall have to get the necessary certificates and inspection opinions.

11.7. The Consortium Leader shall exercise all the rights, provided for in this section for the Engineer, with the only stipulation that all the requirements of the Consortium Leader shall be transferred to the Subcontractor through the Contractor's Engineer (or its authorized person).

Article 12. Accidents with the Sub-Contractor's Employees

12.1. The Contractor shall not be liable for any caused damage, and shall not pay any compensation due under the law as a result of or in connection with any accidents or injuries caused as a result of the work under this Contract to any workers employed by the Sub-Contractor or other persons, including compensation for any damages and payment of compensation for a claim in respect of any related costs, directly or indirectly.

Article 13. Delivery of Mechanisms and Tools

13.1. All tools, appliances, transportation, assembly machines and lifting devices, and other equipment necessary for the work performance I be provided by the Sub-Contractor, and the cost of their rent, depreciation and other expenses shall be included in the cost of the works, referred to in Appendix No.1 to the Contract, and, respectively, shall be included in the Contract price.

Article 14. Payment Terms and Conditions

14.1. The Contractor shall make payments due to the Sub-Contractor under this Contract for the total amount of BDT 85 797 636,65, specified in Article 3 of this Contract, by checks, made payable to the Sub-Contractor, in the following order:

14.1.1. 70% (seventy) percent of the Contract Price that amount to 60 058 345,65 BDT, shall be paid by the Contractor as and when the Sub-Contractor performs the works, net of all taxes, referred to in Article 14.1.3 of the Contract in favor of the Sub-Contractor within 21 calendar days from the date of approval of the Sub-Contractor's invoice by the Contractor and getting receiving the monetary funds for the performed works from the Consortium Leader, with the following documents:

- Commercial invoice indicating its number;
- Copy of the financial certificates, confirming the percentage of performance of the works during the month,

мастерские и иные помещения, где ведутся подготовительные работы или откуда поступают материалы, детали, оборудование и механизмы для ведения Субподрядчиком работ по настоящему Контракту; Субподрядчик должен предоставлять все необходимое и оказывать всестороннее содействие для такого доступа и проведения инспекций, а также для получения прав для такого доступа.

11.6. В случае если согласно Спецификациям, указаниям Инженера, законам, постановлениям или предписаниям каких-либо органов власти потребуется проведение специального контроля или испытаний для каких-либо работ, Субподрядчик обязан своевременно письменно известить Инженера о своей готовности к проведению такой инспекции, или к дате, назначенной для проведения инспекции в случаях, когда инспекция осуществляется иными органами, помимо Подрядчика и его уполномоченных представителей, при этом Субподрядчик должен будет получить необходимые сертификаты, заключения инспекции.

11.7. Лидер Консорциума пользуется всеми правами предусмотренными настоящим разделом для Инженера, с той лишь оговоркой, что все требования Лидера Консорциума должны передаваться Субподрядчику через Инженера Подрядчика (или его уполномоченное лицо).

Статья 12. Несчастные случаи с работниками Субподрядчика

12.1. Подрядчик не несет ответственности за причиненный вред и не выплачивает никаких компенсаций, причитающихся по закону в результате или в связи с какими-либо несчастными случаями или ранениями, причиненными в результате выполнения работ по настоящему Контракту любому работнику, нанятому Субподрядчиком либо другим лицам, включая возмещение любого вреда и уплату компенсаций по исковым заявлениям в отношении любых связанных с этим прямо или косвенно расходов.

Статья 13. Поставка механизмов и приспособлений

13.1. Все инструменты, приспособления, транспортные, монтажные машины и грузоподъемные механизмы, и другое оборудование, необходимые для производства работ, обеспечивает Субподрядчик, и стоимость их аренды, амортизации и прочие расходы включена в стоимость работ, указанную в Приложении № 1 к настоящему Контракту, и, соответственно, входит в цену настоящего Контракта.

Статья 14. Условия платежей

14.1. Подрядчик осуществит платежи, причитающиеся Субподрядчику по настоящему Контракту, на общую сумму 85 797 636,65 така, указанной в Статье 3 настоящего Контракта, чеками, выписанными на Субподрядчика, в следующем порядке:

14.1.1. 70 % (семьдесят) процентов Контрактной цены, что составляет 60 058 345,65 така, будут оплачиваться Подрядчиком по мере выполнения работ Субподрядчиком за вычетом всех налогов, указанных в ст. 14.1.3 настоящего Контракта в пользу Субподрядчика в течение 21 календарного дня с даты одобрения Подрядчиком счета Субподрядчика и получения денежных средств за выполненные работы от Лидера Консорциума, с приложением следующих документов:

- коммерческий счет с указанием его номера;

according to the completed pro-forma, specified in Appendix No.4 to this Contract;

- Copy of the technical Certificate of the Work Performance for the reporting month, filled according to the pro-form, set out in Appendix No.5 hereto.

The basis for calculation of the monthly bills shall be the rates, specified in Appendix No.2 hereto and the actual volume of the performed works, specified in the Performed Works Certificate for the reporting month under the pro-forms, given in Appendix No. 4 and Appendix No.5 to the Contract. Each Sub-Contractor's account and financial certificate confirming the percentage of execution of the works in accordance with the Pro-Form, given in Appendix No.4 to this Contract shall be approved by the representative of the Contractor, and the Consortium leader and the technical certificate of work, prepared according to pro-form, set out in Appendix No.5 to this Contract shall be approved by the representative of the Customer.

14.1.2. In case of paying the Sub-Contractor's invoices, the Contractor shall hold 30% (thirty percent) of the total invoice amount as a guarantee withholdings from each issued invoice of the Subcontractor, for a total of BDT 25 739 290,99, which shall be paid by the Sub-Contractor net of any tax referred to in Article 14.1.3 of the Contract:

10 % - within 21 banking days from the date of the Contractor's receiving the Sub-Contractor's invoice, attaching a copy of the last Work Completion Certificate and receipt of payment by the Consortium Leader;

10 % - within 21 banking days from the date of the Contractor's receiving the Sub-Contractor's invoice, attaching the Block Preliminary Acceptance Certificate, signed by the Customer and getting 10% of the guarantee deductions from the Consortium Leader by the Contractor;

10 % - within 18 (eighteen) months after the Contractor's receiving the Certificate of Completion of Repair Works/Final Acceptance Certificate within 21 (twenty one) working day from the date of the Contractor's receiving the Sub-Contractor's invoice, attaching the Certificate of Completion of Repair Works/Final Acceptance Certificate and receiving the remaining warranty deductions from the Consortium Leader. The basis for this payment shall be a bilateral Final Acceptance Certificate of the Works performed under the warranty service.

14.1.3. In case of paying the Sub-Contractor's invoices for the performed works under this Contract, the Contractor shall withhold VAT in the amount of 6% of the gross amount of each invoice and on the income tax of 5% in accordance with the current legislation of Bangladesh.

14.1.4. The withheld tax amount shall be deposited by the Contractor in accordance with the applicable legislation of Bangladesh.

14.2. The payment date shall be deemed the date of receipt of the Subcontractor in receiving the check/date specified in the payment order for transferring the monetary funds.

14.3. The Bank charges and fees under this Contract shall be paid by the Sub-Contractor.

Article 15. Guarantee of the Proper Performance

15.1. The guarantee of the proper performance of the Subcontractor's obligations under the Contract shall be the

- копия финансового Сертификата подтверждающего процентное выполнение работ за отчетный месяц, заполненного согласно проформе, указанной в Приложении № 4 к данному Контракту;

- копия технического Сертификата выполнения работ за отчетный месяц, заполненного согласно проформе, указанной в Приложении № 5 к настоящему Контракту.

Основанием для расчета ежемесячных счетов будут являться расценки, указанные в Приложении № 2 к настоящему Контракту и фактические объемы выполненных работ, указанные в Сертификатах о выполненных работах за отчетный месяц по проформам, приведенным в Приложениях № 4 и 5 к настоящему Контракту. Каждый счет Субподрядчика и финансовый Сертификат, подтверждающий процентное выполнение работ в соответствии с проформой, указанной в Приложении № 4 к настоящему Контракту должны быть одобрены Представителем Подрядчика, и Лидером Консорциума, а технический Сертификат выполнения работ, подготовленный согласно проформе, указанной в Приложении № 5 к настоящему Контракту, должен быть одобрен Представителем Заказчика.

14.1.2. При оплате счетов Субподрядчика Подрядчик из каждого выставленного счета Субподрядчика удержит 30 % (тридцать процентов) общей суммы счета в качестве гарантийных удержаний, что в сумме составит 25 739 290,99 така, которые будут оплачены Субподрядчику за вычетом всех налогов, указанных в ст.14.1.3 настоящего Контракта:

10 % - через 21 банковский день с даты получения Подрядчиком счета Субподрядчика с приложением копии последнего Акта выполненных работ и получения оплаты от Лидера Консорциума;

10 % - через 21 банковский день с даты получения Подрядчиком счета Субподрядчика с приложением Акта Предварительной приемки блока, подписанного Заказчиком, и получения Подрядчиком 10 % гарантийных удержаний от Лидера Консорциума;

10 % - через 18 (восемнадцать) месяцев после получения Подрядчиком Сертификата окончания ремонтных работ/Сертификата окончательной Приемки в течение 21 (двадцати одного) рабочего дня с даты получения Подрядчиком счета Субподрядчика с приложением копии Сертификата окончания ремонтных работ/ Сертификата Окончательной Приемки и получения оставшихся гарантийных удержаний от Лидера Консорциума. Основанием для осуществления данного платежа является двусторонний Акт окончательной приемки выполненных работ по гарантийному обслуживанию.

14.1.3. При оплате счетов Субподрядчика за выполненные работы по настоящему Контракту Подрядчик будет удерживать НДС в размере 6 % от общей суммы каждого выставленного счета и налог на доход в размере 5 % в соответствии с действующим законодательством Бангладеш.

14.1.4. Удержанные суммы налогов депонируются Подрядчиком в соответствии с требованиями действующего законодательства Бангладеш.

14.2. Датой платежа считается дата расписки Субподрядчика в получении чека/ дата, указанная платежном поручении на перечисление денежных средств.

14.3. Банковские расходы и комиссии по настоящему Контракту оплачивает Субподрядчик.

Статья 15. Гарантия надлежащего исполнения

15.1 Гарантией надлежащего исполнения обязательств Субподрядчика по Контракту, являются

monetary funds in the amount of 30% of the total cost of the works, withheld as guarantee withholdings.

Article 16. Poor-Quality Work Performance

16.1. Poor-quality performed works (deviation from the drawings and technical manuals) shall not be paid till the moment when marriage has been eliminated in full.

16.2. In case of the Sub-Contractor's cost overuse of own materials and the Contractor's materials, specified in the working drawings, all additional costs caused by such reasons, shall be paid by the Sub-Contractor.

16.3. If the works are not acceptable for the Contractor, the Sub-Contractor shall repair or replace these works within the period of time, not violating the work schedule, by using its supplies and at its own expense. In this case, the Sub-Contractor shall not have the right to require from the Contractor to any additional payment or compensation.

Article 17. Calculation of the Cost of the Performed Works

17.1. The calculation of the cost of the works performed for the reporting month shall be carried out in accordance with the rates, specified in Appendix No.2 hereto.

17.2. The Sub-Contractor shall provide the Certificate, confirming the percentage of the work performance in the reporting month, prepared under the form, set out in Appendix No.4 of this Contract, which shall be approved in writing by the Engineer, and the Consortium leader, and the technical Certificate of the Works, completed for the reporting month, prepared under the form, set out in Appendix No.5 of this Contract, which shall be approved in writing by the Customer's representative, on the basis of which the Sub-Contractor shall issue an invoice.

Article 18. Sub-Contractor's Responsibility to the Public Authorities of Bangladesh

18.1. The Sub-Contractor shall be solely responsible to the public authorities of Bangladesh for the observance of the labor legislation of Bangladesh by it and its staff, shall perform all the formalities and payments arising thereof, as well as shall resolve on its own issues related to the observance of traditions, customs and the established order in Bangladesh and related benefits for the Sub-Contractor's employees. All possible costs of the Sub-Contractor for the implementation of this article shall be included in the prices of the cost of works, specified in Appendix No.2 hereto, and respectively, shall be included in the Contract price and shall not be subject to any additional payment by the Contractor.

Article 19. Insurance of the Sub-Contractor's Employees

19.1. The Sub-Contractor shall comply with the applicable legislation in Bangladesh and regulations relating to social insurance of persons employed by it. In case causing injury to any employee, who is entitled to get the insurance amount, but through the fault of the Sub-Contractor this employee turns out to be uninsured, the Sub-Contractor shall pay him/her a premium at its own expense.

денежные средства в размере 30 % от общей стоимости Работ, удерживаемые в качестве гарантийных удержаний.

Статья 16. Некачественное выполнение работ

16.1. Некачественно выполненные работы (отклонение от чертежей и технических инструкций) оплате не подлежат до полного исправления брака.

16.2. В случае перерасхода Субподрядчиком собственных материалов и материалов Подрядчика, указанных в рабочих чертежах, все дополнительные расходы, вызванные такими причинами, относятся на счет Субподрядчика.

16.3. Если работы неприемлемы для Подрядчика, то Субподрядчик в срок, не нарушающий график работ, исправит или заменит указанные работы, используя свои расходные материалы и за свой счет. В этом случае Субподрядчик не имеет права требовать у Подрядчика какой-либо дополнительной оплаты или компенсации.

Статья 17. Расчет стоимости выполненных работ

17.1 Расчет стоимости выполняемых за отчетный месяц работ будет производиться в соответствии с расценками, указанными в Приложении № 2 к настоящему Контракту.

17.2. Субподрядчик представит Сертификат, подтверждающий процентное выполнение работ за отчетный месяц, подготовленный по форме, приведенной в Приложении № 4 настоящего Контракта, который должен быть письменно одобрен Инженером, и Лидером Консорциума, и технический Сертификат выполненных за отчетный месяц работ, подготовленный по форме, приведенной в Приложении № 5 данного Контракта, который должен быть одобрен в письменной форме Представителем Заказчика, на основании которых Субподрядчиком будет представлен счет.

Статья 18. Ответственность Субподрядчика перед государственными органами Бангладеш

18.1. Субподрядчик несет полную ответственность перед государственными органами Бангладеш за соблюдение им и его работниками трудового законодательства Бангладеш, выполняет все вытекающие из него формальности и платежи, а также решает самостоятельно вопросы, связанные с соблюдением традиций, обычаев и установленных порядков в Бангладеш и соответствующих выплат работникам Субподрядчика. Все возможные расходы Субподрядчика по исполнению данной статьи включены в расценки стоимости работ, указанные в Приложении № 2 к настоящему Контракту, соответственно входят в цену настоящего Контракта и никакой дополнительной оплате Подрядчиком не подлежат.

Статья 19. Страхование работников Субподрядчика

19.1. Субподрядчик должен соблюдать действующие в Бангладеш законодательство и постановления, относящиеся к социальному страхованию нанятых им лиц. В случае получения травмы каким-либо работником, который имеет право на получение страховой суммы, а по вине Субподрядчика этот работник окажется незастрахованным, то Субподрядчик за собственный счет оплатит ему страховую премию.

19.2. At the Contractor's first request the Sub-Contractor shall provide it with all the documents, certifying the fact that all the Sub-Contractor's employees have been properly insured.

Article 20. Sub-Contractor's Responsibility for Compliance with the Bangladesh Legislative Acts

20.1. The Sub-Contractor shall be responsible for compliance with the Bangladesh legislative acts and, in particular, labor legislation by it and its employees:

- Employment and dismissal of the employees,
 - Changes in salary,
 - Insurance,
 - Taxes,
 - Other issues, unspecified in this article, relating to the competence of the Sub-Contractor.
- And the Sub-Contractor at its own expense shall ensure:
- Payment for shifts and night work shifts,
 - Payments for overtime work,
 - Additional remuneration at the discretion of the Sub-Contractor,
 - Providing working clothing and protective equipment, as necessary,
 - Payment for housing, or housing accommodation,
 - Holiday pay,
 - Payment for the work on weekends and holidays.

Article 21. Sub-Contractor Relations with 3rd parties at the Construction Site

21.1. If the Contractor's other sub-contractors perform the works in the area of work or in the neighborhood of the Sub-Contractor, the Sub-Contractor shall be obliged to cooperate with other such sub-contractors and coordinate the use of funds in accordance with the request of the Contractor in the amount not adversely affect the work of the sub-contractors and the pace of the work performance.

Article 22. Conflict Settlement

22.1. The Sub-Contractor shall protect the Contractor against participation in the settlement of possible conflicts with the Subcontractor's workers, including in court proceedings, shall settle such conflicts at its own expense.

Article 23. Safety Regulations

23.1. The Sub-Contractor shall provide at its own expense in the zone of production of the works compliance with the fire safety, established by the regulatory Bangladesh acts and respect for its work safety regulations, and shall bear the material liability, established by the HR laws of Bangladesh, in connection with the violation of their safety rules or cases of its employees' injuries.

23.2. The Sub-Contractor shall have the constantly required number of its permanent representatives at the site of Ghorashal TPS in places of the work performance, which shall carry out the following:

- 23.2.1. Organization of the work, quality control and supervision of the work of its employees;
- 23.2.2. Monitoring compliance with the safety regulations and other commitments;
- 23.2.3. Maintenance of the Log of Instructions, which shall contain the signatures of the workers and staff that they are

19.2. По первому требованию Подрядчика Субподрядчик обязан предъявить ему все документы, свидетельствующие о том, что все работники Субподрядчика соответствующим образом застрахованы.

Статья 20. Ответственность Субподрядчика за соблюдение законодательных актов Бангладеш

20.1 Субподрядчик несет полную ответственность за соблюдение им и его работниками законодательных актов Бангладеш и, в частности, трудового законодательства по:

- найму и увольнению работников,
 - изменению заработной платы,
 - страхованию,
 - налогам,
 - другим непоименованным в настоящей статье вопросам, относящимся к компетенции Субподрядчика.
- А также Субподрядчик за свой счет обеспечит:
- оплату за сменность и работу в ночные смены,
 - оплату за сверхурочную работу,
 - дополнительные вознаграждения по усмотрению Субподрядчика,
 - обеспечение рабочих спецодеждой и защитными средствами, по необходимости,
 - оплату за жилье, или предоставление жилья,
 - оплату отпускных,
 - оплату работы в выходные и праздничные дни.

Статья 21. Взаимоотношения Субподрядчика на Строительной площадке с 3-ми лицами

21.1. Если другие субподрядчики Подрядчика ведут работы в зоне выполнения работ или по соседству с Субподрядчиком, Субподрядчик обязан сотрудничать с другими такими субподрядчиками и координировать использование средств в соответствии с просьбой Подрядчика в объеме, не влияющем отрицательно на работу Субподрядчика и на темпы выполнения работ.

Статья 22. Урегулирование конфликтов

22.1. Субподрядчик оградит Подрядчика от участия в урегулировании возможных конфликтов с рабочими Субподрядчика, в том числе в судебном разбирательстве, и самостоятельно и за свой счет урегулирует такие конфликты.

Статья 23. Техника безопасности

23.1. Субподрядчик обеспечивает за свой счет в зоне производства своих работ соблюдение противопожарной безопасности, установленной нормативными актами Бангладеш, и соблюдение его рабочими правил техники безопасности, и несет материальную ответственность, установленную законами НР Бангладеш, в связи с нарушением им правил техники безопасности или случаями травматизма его работников.

23.2. Субподрядчик должен иметь постоянно необходимое количество своих постоянных представителей на площадке ТЭС "Горазал" в местах, выполнения работ, которые должны осуществлять:

- 23.2.1. организацию работ, контроль качества и надзор за работой своих рабочих;
- 23.2.2. контроль соблюдения правил техники безопасности и выполнением других обязательств;
- 23.2.3. ведение журнала инструктаж, в котором должны содержаться росписи рабочих и персонала о

aware of and shall comply with these safety regulations and fire safety.

The aforementioned representatives shall be officially presented to the Contractor in writing. The same presentation shall determine the range of obligations of each representative and its powers.

The Sub-Contractor in accordance with this Contract shall be obliged to inform the Contractor in writing on a daily basis about the number of the Sub-Contractor's workers, who are on the construction site.

Article 24. Working Hours

24.1. The Sub-Contractor shall organize the work according to the working hours, set by the Contractor in accordance with the laws of Bangladesh.

Article 25. Qualification of the Sub-Contractor's Employees

25.1. At the request of the Contractor the Sub-Contractor shall remove any person employed by the Sub-Contractor from the work, which, according to the Contractor's opinion does not meet the required qualifications, violates the working hours and legislation and Bangladesh. This person shall not be involved again in the works at the Construction Site.

Article 26. Special Requirements for the Sub-Contractor's Employees

26.1. The Sub-Contractor shall prohibit alcoholic beverages, drugs, firearms and bladed weapons, ammunition at the Construction Site through or for the staff of the Sub-Contractor, for which it shall be responsible, and shall not allow the production of cold or any other kind of weapons at the construction site by the Sub-Contractor's employees.

Article 27. Work Performance Period

27.1. The start and completion of the work under this Contract shall fully comply with the Work Performance Schedule, specified in Appendix No.3 hereto. If necessary, the Contractor may extend the deadline for the start and completion of the works under this Contract for the required period of time, as it deems reasonable. The reason for extension of time shall be the Contractor's letter notifying the Subcontractor of an extension of the start and completion of the work.

27.2. The Contractor shall provide the Sub-Contractor as soon as possible with all the necessary drawings, and in case if the Contractor does not have such drawings, the Contractor shall provide the Sub-Contractor with the right to independent search in the archive of Ghorashal TPS of all necessary working drawings for the work, in accordance with Appendix No.1 to this Contract.

Article 28. Violation of the Work Performance Period

28.1. If the Sub-Contractor fails to complete the work within the time limits in accordance with Appendix No.3 to this Contract, the Sub-Contractor shall pay liquidated damages in the amount of 0.5% on the day of the contract price, specified in paragraph 3.1 of the Contract for each

том, что они ознакомлены и будут соблюдать указанные правила техники безопасности и противопожарной безопасности.

Указанные представители будут официально представлены Подрядчику в письменной форме. В этом же представлении будет определен круг обязанностей каждого представителя и его полномочия.

Субподрядчик в соответствии с настоящим Контрактом обязан ежедневно письменно информировать Подрядчика о количестве рабочих Субподрядчика, находящихся на строительной площадке.

Статья 24. Режим рабочего времени

24.1. Субподрядчик организует работу по режиму рабочего времени, установленному Подрядчиком в соответствии с законодательством Бангладеш.

Статья 25. Квалификация работников Субподрядчика

25.1. Субподрядчик по требованию Подрядчика обязан отстранять от работы любое лицо, нанятое Субподрядчиком, которое, по мнению Подрядчика, не соответствует требуемой квалификации, нарушает режим рабочего времени и законодательство Бангладеш. Это лицо не будет вторично привлекаться к работам на строительной площадке.

Статья 26. Особые требования к работникам Субподрядчика

26.1. Субподрядчик не должен допускать появления на строительной площадке алкогольных напитков, наркотических средств, огнестрельного и холодного оружия, боеприпасов через или для персонала Субподрядчика, за который он несет ответственность, и не допустит изготовления холодного или другого вида оружия на строительной площадке работниками Субподрядчика.

Статья 27. Сроки выполнения работ

27.1. Сроки начала и завершения работ по настоящему Контракту будут полностью соответствовать графику производства работ, указанному в Приложении № 3 к настоящему Контракту. В случае необходимости Подрядчик может продлить сроки начала и завершения работ по настоящему Контракту на необходимый период времени, как сочтет это нужным. Основанием для продления сроков будет являться письмо Подрядчика с уведомлением Субподрядчика о продлении сроков начала и завершения работ.

27.2. Подрядчик по возможности представит Субподрядчику все необходимые рабочие чертежи, а в случае отсутствия у Подрядчика данных чертежей, Подрядчик предоставит право Субподрядчику по самостоятельному поиску в архиве ТЭС "Горазал" всех необходимых рабочих чертежей для проведения работ, согласно Приложению № 1 к настоящему Контракту.

Статья 28. Нарушения сроков выполнения работ

28.1. Если Субподрядчик не завершит работы в сроки, в соответствии с Приложением №3 к настоящему Контракту, Субподрядчик оплатит заранее оцененные убытки в размере 0.5% в день от контрактной цены, указанной в п.3.1 настоящего Контракта за каждый

day of delay, but not more than 30 % of the total price of this Contract.

Article 29. Force-Majeure

29.1. The Parties shall be released from responsibility for partial or full failure to fulfill the obligations under the Contract if it was caused by force-majeure circumstances, arising after signing this Contract and having a direct impact on the fulfillment of the obligations by the Parties under this Contract.

29.2. Force-majeure circumstances shall mean the circumstances that have arisen as a result of unforeseen unavoidable extraordinary events, uncontrollable by the Parties, which shall include: fire, flood, earthquake or any other natural disasters, as well as war, acts of war, riot, strike across the country, application of the embargo or blockade of hostile actions or sanctions of any state, existing de jure or de facto.

29.3. The Party, which is unable to fulfill its obligations under this Contract shall be obliged to immediately, but no later than within 10 (ten) days from the date of occurrence of the aforementioned circumstances, in writing, notify the other party of the commencement and expected duration of the aforementioned circumstances.

29.4. Sufficient proof of force-majeure circumstances and their duration shall be the certificates (statements), issued by the Chamber of Commerce of the relevant State. Failure to notify and/or improper notice of occurrence of force-majeure circumstances shall deprive the Parties from the right to refer to any of them, as to the reason for exemption from liability for failure to fulfill the obligations by the Party.

29.5. After occurrence of force-majeure circumstances and proper notification the Parties shall immediately make mutual consultations for taking the necessary measures.

29.6. If any of the force-majeure circumstances directly affects the fulfillment of any obligations under this Contract, the period of their fulfillment shall be extended for the period of duration of these circumstances.

29.7. In case if the force-majeure circumstances last for more than 3 months, each Party shall have the right to refuse from further fulfillment of the obligations under this Contract, and the Parties shall be obliged to make full mutual settlements for the already implemented part of this Contract, and in this case neither Party shall have the right to compensation for its losses, including lost profits.

Article 30. Transfer of the Rights to Third Parties

30.1. The Sub-Contractor shall not have the right to transfer the rights and obligations under this Contract in whole or in part to third parties, except for their legal successors, without the prior written consent of the Contractor.

Article 31. Termination of the Contract

31.1. In case of the Sub-Contractor's failure to fulfill or improper fulfillment of the obligations, the Contractor shall have the right to terminate the Contract unilaterally and in this case to withdraw all of the equipment, components and materials submitted by the Contractor to the Subcontractor

день просрочки, но не более 30 % общей цены настоящего Контракта.

Статья 29. Форс-мажор

29.1. Стороны освобождаются от ответственности за частичное или полное неисполнение обязательств по настоящему Контракту, если оно явилось следствием обстоятельств непреодолимой силы, возникших после подписания настоящего Контракта и оказывающих непосредственное воздействие на выполнение Сторонами обязательств по настоящему Контракту.

29.2. Под обстоятельствами непреодолимой силы понимаются обстоятельства, возникшие в результате непредвиденных неотвратимых событий чрезвычайного характера, неподдающихся контролю Сторон, которые включают: пожар, наводнение, землетрясение и любые другие стихийные бедствия, а также войну, военные действия, восстание, забастовку по всей стране, заявление эмбарго или блокады, враждебные действия или санкции какого-либо государства, существующие де-юре или де-факто.

29.3. Сторона, для которой создалась невозможность исполнения обязательств по настоящему Контракту, обязана немедленно, но не позднее 10 (десяти) дней со дня наступления вышеуказанных обстоятельств, в письменной форме уведомить другую сторону о наступлении и предполагаемом сроке действия вышеуказанных обстоятельств.

29.4. Надлежащим доказательством наличия обстоятельств непреодолимой силы и их продолжительности будут служить сертификаты (справки), выдаваемые Торговой палатой соответствующего государства. Не уведомление и/или ненадлежащее уведомление о наступлении обстоятельств непреодолимой силы лишает стороны права ссылаться на любые из них, как на причину освобождения от ответственности за невыполнение стороной своих обязательств.

29.5. После наступления обстоятельств непреодолимой силы и надлежащего уведомления Стороны немедленно проведут взаимные консультации для принятия необходимых мер.

29.6. Если какое-либо из обстоятельств непреодолимой силы непосредственно повлияет на выполнение каких-либо обязательств по настоящему Контракту, период их выполнения будет продлен на срок действия указанных обстоятельств.

29.7. В случае если обстоятельства непреодолимой силы продлятся более 3 месяцев, каждая из сторон имеет право отказаться от дальнейшего выполнения обязательств по настоящему Контракту, при этом стороны обязаны произвести полные взаиморасчеты по уже реализованной части настоящего Контракта, и в этом случае ни одна из сторон не будет иметь права на возмещение своих убытков, включая упущенную выгоду.

Статья 30. Передача прав 3-м лицам

30.1. Субподрядчик не имеет права передавать права и обязанности по настоящему Контракту полностью или частично третьим лицам, за исключением своих законных правопреемников, без предварительного письменного согласия Подрядчика.

Статья 31. Расторжение Контракта

31.1. В случае невыполнения или ненадлежащего выполнения Субподрядчиком своих обязательств, Подрядчик имеет право расторгнуть настоящий Контракт в одностороннем порядке, при этом изъять у Субподрядчика все оборудование, комплектующие и

from the Subcontractor, and execute the unfinished volumes of work itself or employ another Sub-Contractor.

31.2. In case if the Contractor terminates the Contract, the Sub-Contractor shall immediately stop all the works thereon without presenting any additional financial and legal requirements for the Contractor. In addition, the Sub-Contractor shall be obliged to return all equipment, components and materials submitted by the Contractor to the Sub-Contractor.

31.3. In case of termination of the Contract as a result of failure to fulfill or improper fulfillment of the obligations by the Sub-Contractor under this Contract, including the violation of terms of the works performance, the Contract shall be deemed terminated from the date of receiving a written notice by the Sub-Contractor of the Contractor thereof.

31.4. In case of termination of the Contract by the Contractor for all other reasons, the Contractor shall be obliged to inform the Sub-Contractor about it in advance, but no later than within two weeks prior to termination of the Contract, in writing. In this case, the Contractor shall pay for the actually performed works to the Sub-Contractor as of the date of termination of the Contract. The basis for calculation shall be the rates, specified in Appendix No.2 hereto and the volume of the performed works, specified in the Work Completion Certificates under the Pro-Forms, given in Appendix No.4 an Appendix No.4 6 hereto.

Article 32. Dispute Settlement Procedure

32.1. The Parties shall take all measures to settle amicably any dispute, disagreement or claim which may arise from this Contract or in connection therewith, including those relating to its execution, violation, termination or invalidity thereof

32.2. In case if the Parties cannot reach an agreement, all disputes, disagreements or claims, excluding the jurisdiction to general courts, shall be settled by arbitration in accordance with the regulations of the International Commercial Arbitration Court at the Chamber of Commerce and Industry of Ukraine in Kiev in accordance with its regulations by a single judge, appointed in accordance with the aforementioned regulations.

Venue of the Court - Ukraine, Kiev, Bolshaya Zhitomirskaya Str., 33

The court session shall be in English.

32.3. The substantive law of Ukraine shall be applied to this Contract.

The decision of this Court shall be final and binding on both Parties to the Contract.

Article 33. Miscellaneous

33.1. This Contract shall come into effect from the date of its signing by both Parties, and shall be valid until the Parties fulfill their obligations under this Contract.

33.2. All changes and amendments to this Contract shall be valid in case if they are made in writing and signed by both Parties. The unilateral modification of the terms and conditions of this Contract, as well as the unilateral refusal

материалы, переданные Подрядчиком Субподрядчику, и выполнить незавершенные объемы работ самостоятельно или нанять другого Субподрядчика.

31.2. В случае расторжения Подрядчиком настоящего Контракта, Субподрядчик обязан немедленно прекратить все работы по нему без предъявления каких-либо дополнительных финансовых и юридических требований к Подрядчику. Кроме того, Субподрядчик обязан вернуть все оборудование, комплектующие и материалы, переданные Подрядчиком Субподрядчику.

31.3. В случае расторжения Контракта по причине невыполнения или ненадлежащего выполнения Субподрядчиком своих обязательств по настоящему Контракту, в том числе нарушения сроков производства работ, Контракт считается расторгнутым с момента письменного получения Субподрядчиком уведомления об этом Подрядчика.

31.4. В случае расторжения Контракта Подрядчиком по всем другим основаниям, Подрядчик обязан заблаговременно, но не менее чем за две недели до прекращения действия Контракта, письменно информировать об этом Субподрядчика. В этом случае Подрядчик оплатит Субподрядчику фактически выполненные работы на дату расторжения Контракта. Основанием для расчета будут являться расценки, указанные в Приложении № 2 к настоящему Контракту и объемы выполненных работ, указанные в Сертификатах о выполненных работах по проформам, приведенным в Приложениях № 4 и 6 к настоящему Контракту.

Статья 32. Разрешение споров

32.1. Стороны примут все меры к разрешению дружеским путем всех споров, разногласий или требований, могущих возникнуть из настоящего Контракта или в связи с ним, в том числе касающихся его исполнения, нарушения, прекращения или недействительности.

32.2. В случае если Стороны не могут прийти к соглашению, то все споры, разногласия или требования, с исключением подсудности общим судам, подлежат разрешению арбитражным судом в соответствии с регламентом Международного коммерческого арбитражного суда при Торгово-промышленной палате Украины в г. Киеве в соответствии с его регламентом одним судьей, назначенными в соответствии с вышеуказанным регламентом.

Место проведения суда – Украина, г. Киев, ул. Большая Житомирская, 33.

Судебное заседание будет вестись на английском языке.

32.3. К настоящему Контракту применяется материальное право Украины.

Решение указанного суда будет являться окончательным и обязательным для обеих сторон по настоящему Контракту.

Статья 33. Прочие условия

33.1. Настоящий Контракт вступает в силу с даты его подписания обеими сторонами и действует до полного выполнения сторонами своих обязательств по настоящему Контракту.

33.2. Все изменения и дополнения к настоящему Контракту будут действительны в случае их письменного оформления и подписания обеими сторонами. Одностороннее изменение условий



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from its execution shall be prohibited, except for the cases as provided for in this Contract.

33.3. All correspondence and negotiations between the Parties preceding the signing of this Contract shall be deemed null and void from the date of signing this Contract. All correspondence between the Parties in the execution of this Contract shall be in English.

33.4. The following Appendices No.1-5 shall be an integral part of this Contract:

Appendix No.1 - Terms of Reference for the Works Performance №19, 20, 29, 30 ;
Appendix No.2 - Rates of the Scope of Work;
Appendix No.3 - Work Performance Schedule;
Appendix No.4 - Pro Forma of the Financial Certificate on the Percentage Work Performance
Appendix No.5 - Pro-Forma of the Work Completion Certificate, approved by the Customer's representative.

33.5. This Contract is made in English and Russian and signed by the Parties in 2 copies of equal legal force: 1 copy - for the Contractor and 1 copy - for the Sub-Contractor

настоящего Контракта, а также односторонний отказ от его выполнения не допускается, за исключением случаев, предусмотренных настоящим Контрактом.

33.3. Вся переписка и переговоры между сторонами, предшествующая подписанию настоящего Контракта, считается недействительной с даты подписания настоящего Контракта. Вся переписка между сторонами при исполнении настоящего Контракта будет вестись на английском языке.

33.4. Следующие Приложения № 1-5 являются неотъемлемой частью настоящего Контракта:

Приложение № 1 – Техническое задание №19, 20, 29, 30;
Приложение № 2 – Расценки объема работ;
Приложение № 3 - График выполнения работ;
Приложение № 4 - Проформа финансового Сертификата о процентном выполнении работ.

Приложение № 5 - Проформа Акта приемки выполненных работ, одобряемого представителем Заказчика;
33.5. Настоящий Контракт составлен на английском и русском языках и подписан сторонами в 2-х экземплярах имеющих одинаковую юридическую силу: 1 экземпляр - для Подрядчика и 1 экземпляр - для Субподрядчика.

REGISTERED ADDRESSES, BANK DETAILS AND SIGNATURES OF THE PARTIES:

THE EMPLOYER:

LLC "KHARKOVENERGOREMONT"
1, Serikovskaya str., Kharkiv, 61017, Ukraine

On behalf of LLC "KHARKOVENERGOREMONT"

Mr. S.P. Panchenko

14 July 2016

ЮРИДИЧЕСКИЕ АДРЕСА И БАНКОВСКИЕ РЕКВИЗИТЫ СТОРОН:

THE CONTRACTOR:

BARK engineering & construction ltd.
House # 64 (7th floor)
Road # 3, Block # B
Niketon, Gulshan-1
Dhaka-1212, Bangladesh

On behalf of BARK engineering & construction ltd.

A.M.M. Mottasim Billah

14 July 2016

to the attention

BARK ENGINEERING & CONSTRUCTION LTD

Order	Order Date
BD0013	12/02/2019
Supplier number	VAT Number
0026	9121143227

EMAIL: BARK@DHAKA.NET
PHONE: +88 01753791077

Dear Sirs:

Order number will be referred in every delivery note.

Description	Qty	M.U	BDT
Pipe line insulation by rockwool & aluminum sheet covering without supply of materials. (Pipe size diameter: 0" to 4")	1	M2	1.850
Pipe line insulation by rockwool & aluminum sheet covering without supply of materials. (Pipe size diameter: 5" to 8")	1	M2	1.700
Pipe line insulation by rockwool & aluminum sheet covering without supply of materials. (Pipe size diameter: 10" to above")	1	M2	1.400

Notes:

Scope: attached with the PO in detailed in Annex 1 - Supplier terms and conditions

Included:

- Machinery for aluminum pipe preformation (20% preformation BARK ENGINEERING)

40 Workers, including: 1 engineer / 1 controller each 8 workers

Mobilization day: 16th February

Workers documentation:

- 2 ID copies
- 2 Photographs

Payment terms: mensual certification

Withholding: 20% on each invoice to be returned in the PR



TIN. 745046181240

Delivery place:

Shiddhirganj 335 MW power plant,
Kodomtoli, Shiddhirganj, Narainganj, Bangladesh

Crystal Palace, 3 Floor, House SE (D)
22, 140, Gulshan South Avenue,
Gulshan-1, Gulshan District, Dhaka-1212

Payment	Conditions
TRANSFER	MENSUAL CERTIFICATION



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Contract No. 53053120900

Dhaka

May 08, 2012

The Joint Stock Company "Foreign Economic Association "TECHNOPROMEXPORT". Moscow, Russia, hereinafter referred to as "the Customer", on the one part, and M/S "Bark Engineering & construction Ltd", Dhaka, Bangladesh, hereinafter referred to as "the Supplier", on the other part, have concluded the present Contract as follows:

Article 1. Subject of the Contract

The Customer entrusts and the Supplier assumes the following obligations: to purchase and deliver to the storehouse of the Customer at Ghorashal TPS, Palash, Narsingdi, Bangladesh, hereinafter referred to as "the Object", the equipment, materials and spare parts hereinafter referred to as "the Products", in the range, scope and at the prices as per Appendix No. 1 to the present Contract including all necessary technical documentation, mentioned in Appendix No.2 to the present Contract within the period mentioned in Clause 2.1 of the present Contract.

Delivery of the Products as per the present Contract shall be executed in compliance with the Supplement No.2 (TPE No.5305190402) dt. 03.03.2011 to the Contract No. 09363 (TPE No. 5305190400) dt.31.05.2000, concluded between the Customer and BPDB, Peoples Republic of Bangladesh (Foreign Employer).

Article 2. Contract Execution Procedure

2.1 The Supplier shall purchase at the territory of Bangladesh, deliver the Products in few consignments in compliance with Appendix No. 1 to the present Contract to the Customer's storehouse at the Object within 4 (four) months from the date of signing of the present Contract by the Parties.

The Products consignment is understood as the Products supplied and accepted in the Customer's storehouse at the Object as per 1(one) Acceptance Certificate according to p.2.2 of the present Contract.

2.2. The date of signing of the Certificate of the Products Acceptance by representatives of the Supplier, the Customer and Foreign Employer in the Customer's storehouse at the Object shall be considered as the date of delivery of the Products. The Supplier shall inform the Customer in writing about the date of the Products arrival to the destination place at least 2 (two) calendar days in advance. The date of supply of the total Products shall be the date of signing of the last consignment Acceptance Certificate.

2.3. The Products specified in Appendix No. 1 to the present Contract shall be considered delivered by the Supplier and accepted by the Customer:

- a) in respect of quality - as per the Product Supplier's Quality Certificate furnished with the Product;
- b) in respect of quantity - as per the number of packages and/or weight mentioned in the Certificate of the Products Acceptance, issued and signed by Parties in accordance with p. 2.2 of the present Contract.

2.4. Right of property and risk of loss or damage of the Products passes from the Supplier to the Customer at the moment of the Certificate of the Products Acceptance signing (p.2.2 of the Contract).

2.5. The Supplier by his own force and at his own cost will ensure timely unloading of the Products in the Customer's Storehouse at the Object.

2.6. The packaging shall ensure full safety of the Products and technical documentation from any cases of damage during transportation, stockpiling and storage, taking into account climatic conditions during the storage period at the Customer's Object Storehouse until the moment of use of the Products, but within the period not less than 12 months from the date of supply provided storage regulations are observed as per instructions indicated in p.2.9 of the present Contract.

2.7. The Supplier shall bear full material responsibility to the Customer for accuracy of information, mentioned in manufacturer's marking, shipping documents, for quality of the Products, for tare and packaging in compliance with conditions specified in the present article.

2.8. The Supplier will reimburse to the Customer all losses in connection with damage of the Products due to inadequate quality of packaging and marking.

2.9. To ensure relevant storage conditions of the Products the Supplier against receipt shall hand over to the Representative of the Customer in Dhaka (House-28, Road 63, Apartment W-1, Gulshan-2, Dhaka-1212, Bangladesh) instructions on storage of the Products in English and set of technical documentation indicated in the Appendix No.2 to the present Contract (three copies in English).

2.10. Tare and packaging will pass into ownership of the Customer together with the Products and shall not return to the Supplier.

Article 3. Contract Price

3.1. The total price of the present Contract makes **BDT 43 019 190,00** (Forty three million nineteen thousand one hundred ninety Taka only) and covers expenditures on the Products purchase and delivery as per present Contract including the cost of their packing, tare and marking, transportation und unloading at the Customer's storehouse as well as all taxes and duties valid on the territory of Peoples Republic of Bangladesh.

3.2. The price mentioned in p. 3.1 of the present Contract is firm and not subject to any alteration within the period of the present Contract validity. Unit prices, indicated in Appendix №.1 to the present Contract, are firm and not subject to alteration and include all expenditures of the Supplier.

Article 4. Terms of payment

4.1. The Customer shall effect the payment to the Supplier to the total amount **BDT 43 019 190,00** (Forty three million nineteen thousand one hundred ninety Taka only), which makes 100% of the total price of the present Contract as specified in Article 3 of the present Contract by cheques issued in the Supplier's favour in the following manner:

4.1.1. The payments at the rate 90% (ninety percent) of cost of Products equals to 38 717 271,00 (thirty eight million seven hundred seventeen thousand two hundred seventy one Taka only) which shall be effected by the Customer as per supply of the Products consignments with the deduction of all taxes mentioned in p. 4.1.3 of the present Contract in the Supplier's favor for Products delivered within 30 (thirty) bank days of the Customer's approval of the Supplier's bill with the following shipping documents attached:

- 4(four) originals of the Commercial invoice of the Supplier, approved by the Customer, for 100% of price of the Products consignment with indication "for payment – 90% of invoice amount, 10% of the amount – guaranty deductions";
- 2(two) originals of Bill of Lading;
- 2(two) originals of Shipping specification;
- 2(two) originals of packing list
- 2(two) originals of Certificate of the Products Consignment Acceptance, signed by both Parties as per item 2.2. of the present Contract;
- 2(two) originals of the Product Supplier's Quality Certificate arranged in favor of BPDB;
- original of Quality Certificate issued by the Supplier for the Products.

The basis for calculation of the Invoice shall be the itemized rates specified in Appendix No. 1 to the present Contract.

4.1.2. At the time of payment of the Supplier's invoices the Customer shall deduct 10 % (ten percent) equals to 4 301 919,00 (Four million three hundred one thousand nine hundred nineteen Taka only) from the total amount of invoice as the guarantee deduction which shall be paid to the Supplier within 30 (thirty) bank days from the date of Customer's receipt Supplier's invoice with enclosure of copy of Unit No.2 Provisional Acceptance Certificate signed by the Foreign Employer. The Customer will convey to the Supplier copy of Unit No.2 Provisional Acceptance Certificate by official letter within 10(ten) calendar days from the date of its receipt from the Foreign Employer.

4.1.3. At the time of payment of the Supplier's invoices, mentioned in p.4.1.1 and p.4.1.2 of the present Contract for the delivered Products under the present Contract the Customer shall deduct VAT and AIT from the total amount of every submitted invoice at the rates as envisaged by the law valid in Bangladesh.

4.1.4. The total amount of the cheques issued by the Customer in favor of the Supplier should not exceed the total price specified in item.3.1. of the present Contract.

4.2. The date of receipt of cheque by the Supplier shall be considered as the date of payment.

4.3. All bank charges and commissions under the present Contract shall be paid by the Supplier.

Article 5. Guarantees

5.1 The Supplier guarantees that the Products to be supplied under the present Contract will be new, of high quality and ensure normal, safe operation of the equipment where the above Products will be used within the guarantee period specified in p. 5.3 of the present Contract.

5.2. The Supplier guarantees that the Products to be supplied under the present Contract shall conform to technical norms and rules applicable to the Products supplied under the present Contract, as well as international norms and standards applied to this type of products.

5.3. The Guarantee period is 12 (twelve) months from the date of delivery of the Products. The date of delivery of the Products for calculating the Guarantee period is the date of the Certificate of Acceptance of the Products mentioned in p.2.2 of the present Contract. The Guarantee period for the Products to be replaced or repaired is extended for the period required for such replacement or repair.

5.4. If the Products prove to be defective within the guarantee period indicated in this Contract, then the Supplier at his own cost shall eliminate the revealed defects within the shortest possible period of time by their rectification or replacement. The supply of the Products as replacement shall be carried out by the Supplier at his own expense within the period indicated in the Claim report under the terms of delivery: up to the Customer's Storehouse at the Object.

5.5. The defected Products shall be returned to the Supplier at the Customer's Storehouse at the Object as per written request of the Supplier and at his expense not later than 1(one) month from the date of Products replacement.

5.6. The Guarantee of the Supplier does not cover Products' normal wear-and-tear as well as damage occurred owing to nonobservance of Products warehousing and storage conditions by the Customer or improper or negligent service or excessive load, or nonobservance of technical instructions of the Supplier by the Customer on erection, assembly, commissioning and operation of the Products, or due to negligent execution of works on elimination of defects by the Customer.

5.7. Claims in respect of quality may be laid to the Supplier within the above guarantee period, but not later than 10 (ten) days from the date of its expiry, provided that the defects have been detected within the validity period of the above guarantee.

5.8. Should defects be detected during the above guarantee period, the Customer shall inform the Supplier in writing about the defects. The Customer with a Supplier's authorized representative shall make up a claim report not later than within 20 (twenty) days from the date of detecting defect, which serves as sufficient legal basis for laying the claim for reimbursement of losses and recovery of penalties. Should representatives of the Supplier not arrive, the report shall be signed only by representatives of the Customer (not less than two) and shall serve as sufficient legal basis for laying and sign the claim for reimbursement of losses and recovery of penalties.

The above claim report shall contain the date and place of report issuance, number and date of the present Contract, number and date of the relevant Acceptance Certificate, delivery date of the Products, their storage, preservation, packing and tare conditions, the date of commissioning the Products, duration and conditions of operation before detecting the defects, description and number of the defective Products, description of the defects and their causes, as well as particular requirements of the Customer, including time required for their elimination.

5.9. The claims should be presented to the Supplier against receipt or as registered mail with the enclosure of the documents, including the claim report, substantiating the claim. The claim check-in date is considered to be the date of postmark of the Customer's country on the registered letter with the claim.

5.10. Claims in respect of the quantity of the delivered Products (*only in case of shortages inside the packages*) may be laid within 2 (two) months from the date of delivery of the respective Product consignment. Claims and reports shall be issued and submitted to the Supplier following the order, similar to that envisaged for the claims in respect of the quality of the Products. Besides, the condition should be observed that the Products have been delivered to destination in undamaged packaging. The above claim shall contain the date and place of report issuance, number and date of the present Contract, delivery date of the Products, date and number of respective Acceptance Certificate of Products consignment, box number, list of missing items, number and date of packing list and shipping specification, packaging condition of box to be opened.

Article 6. Patent Rights

The Supplier guarantees to the Customer that the manufacturers of the Products have all the necessary patents and rights to manufacture the Products.

If any violation of the patent rights occurs, the Parties shall act in the following manner.

The Supplier shall be obliged to reimburse to the Customer for all expenses, if the latter be claimed or sued for violation of any patent right, right for the registered project, copyright, trade mark or any other intellectual property rights, provided that:

(a) such suit or court hearing relate to the design works, hydraulic engineering works, workmanship, as well as usage of the Object;

(b) such violation (if it was claimed so) have not been caused by use of any part of (or the whole) Object for the purposes different from those stipulated in the Contract or reasonably arisen out of the Contract;

If the Customer is ever sued or claimed pursuant to this point, the Supplier should be immediately notified thereof.

Safe as agreed with the Customer, the Supplier shall not make any confessions, which can have

a negative impact upon the Customer, unless the Supplier provides him with such reasonable guarantee, which the Customer may require. The amount of such guarantee shall correspond to the estimated cost of compensation, losses, payments and overhead costs, the coverage of which may become the responsibility of the Customer and which may be subject to reimbursement stipulated for by this point.

Upon the Supplier's request and at his expense the Customer must render him any assistance to appeal against any such claim or suit and the Customer shall be reimbursed for all expenses that were reasonably incurred by him.

Article 7. Fines and Penalties

7.1. In the event of any delay through the Supplier's fault in delivery of the products, stipulated by Appendix No.1 to the present Contract, the Supplier shall pay to the Customer penalty calculated from the total Contract price at the following rates:

- by 0,4 % (zero point four percent) for every full day of delay.

However, the total amount of penalty shall not exceed 10% (ten percent) of the total Contract price.

If the delay is longer than 30 (thirty) days, the Customer has the right to refuse unilaterally from execution of the present Contract and demand reimbursement of direct losses (real damage).

7.2. If the products delivered under the present Contract do not conform to the terms of the present Contract in quality, as well as if the delivery of the products is incomplete, the Supplier shall pay to the Customer penalty at the rate of 10% (ten percent) from the total Contract price. In case the Supplier within 15 (fifteen) days from the date of notification in writing of the Supplier has duly rectified the defects in the delivered products (makes the delivery complete) penalties stipulated hereinabove shall not be imposed.

7.3. The Supplier shall be liable to the Customer by his property for actual damage, without consideration of the penalty or fee, incurred by the Customer through the Supplier's fault in connection with improper fulfillment by the Supplier of his obligations under the present Contract.

7.4. The fees, penalties, and losses mentioned above in pp.7.1 - 7.3, shall be paid by the Supplier against Customer's invoices within 7 days from the date of receipt of the relevant invoice of the Customer.

7.5. The payment of penalty (fee) stipulated in p.p.7.1 - 7.3 of the present Contract, as well as reimbursement of losses as per p.7.3 of the present Contract, shall not release the Parties from fulfillment of their obligations in accordance with the terms of the present Contract.

7.6. The Supplier shall send shipping documents to the Customer with 7(seven) days from the date of supply of every Products consignment. In case of delay by the Supplier to submit shipping documents against period mentioned in the present Contract, the Supplier shall be liable to pay penalty to the Customer at the rate of 0.5 % of the price of supplied Products consignment for each day of delay in submission of shipping documents. Besides the Customer has right to deduct this amount during payment for Products supply.

Article 8. Force Majeure

8.1. The parties are released from responsibility for complete or partial non-performance of their obligations under the present Contract, if the non-performance is caused by Force-Majeure circumstances, arisen after signing this Contract by the Parties and affecting directly on the fulfillment by the Parties of their obligations under this Contract.

8.2. Under the Force-Majeure it is understood the circumstances, which happened as a result of unforeseen and unpredictable events of extraordinary nature being out of the Parties' control, including but not limited by the following: fire, flood, earthquake and any other calamities, as well as wars, military operations, hostility or sanctions of any States, existing de-jure or de-

facto.

8.3. The Party for which it became impossible to fulfill its obligation hereunder, shall promptly, but not later than 10 days from the date of occurrence of the above mentioned circumstances, notify in writing the other Party about occurrence and the expected time of such circumstances being in force.

The due proof of the existence and duration of Force Majeure shall be the Certificate issued by the Chamber of Commerce of the country of the Party, which has declared existence of such circumstances. Should there be no declaration of Force Majeure or improper declaration about the circumstances beyond the Parties' control, the Party has no right to refer to such circumstances as the reason for non- fulfillment of its obligations.

8.4. After the occurrence of the above mentioned circumstances and proper notification the parties shall hold mutual consultation to take necessary measures.

8.5. If any of the circumstances beyond the Parties' control affected directly the fulfillment of any obligations under the present Contract, the period of the performance shall be extended for the time such circumstances are in force.

8.6. Should the duration of Force-Majeure circumstances is more than 6(six) months the Supplier and the Customer shall have the right to reject fully or partially from further execution of their obligations under the present Contract, meanwhile the Parties shall carry out mutual settlements on fulfilled part of the Contract and neither of the Parties shall have the right for reimbursement of losses, including incurred expenses and lost profit.

Article 9. Arbitration

The Parties shall make every effort to resolve amicably all disputes, disagreements or claims that may arise of or in connection with the present Contract, including those concerning its execution, violation, termination or invalidity.

Should the Parties fail to come to an agreement, all disputes, differences or claims are subject to settlement in accordance with Arbitration rules and regulations of International Commercial Court at the Russian Federation Chamber of Commerce and Industry.

Three arbiters must be appointed according to the aforesaid rules and regulations.

The arbitration shall seat in Moscow, the Russian Federation.

The present Contract shall be governed by the Material Law of the PR Bangladesh.

The award of the Arbitrage shall be final and binding for both Parties under the present Contract.

Article 10. Miscellaneous

10.1. The present Contract comes into force from the date of its signing by both Parties. The present Contract shall be valid until both Parties fulfill their obligations under this Contract.

10.2. After this Contract has been signed all the preceding correspondence and agreements between the Supplier and the Customer become null and void, if they contradict to the present Contract.

10.3. All correspondence pertaining to the present Contract shall be in English. All commercial, technical and any other documentation relating to the present Contract shall be in English.

10.4. No changes of the Contract made by one of the Parties or refuse to execute the Contract by one Party shall be allowed, except for the cases stipulated for in the present Contract and/or legal norms.

10.5. All changes and alterations to the present Contract shall only be valid when done in writing and signed by the authorized Representatives from both Parties.



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The Parties shall not have the right to assign fully or partially to a third party their rights and obligations, as well as any information under the present Contract except for their legal assignees and cases envisaged by the legal norms without preliminary consent in writing of the other party.

10.6. The present Contract is signed in 3 original copies in English, 2 original copies for the Customer and 1 original copy for the Supplier.

10.7. The below listed Appendices Nos. 1 and 2 shall make an integral part of the Contract, namely:

Appendix No. 1 - Scope and cost of the Products for the purchase on the local market and their delivery to the site.

Appendix No. 2 - List of technical documentation to be furnished by the Supplier under the Contract.

Legal Addresses and Bank Details of the Parties

THE CUSTOMER :

JSC "VO "TECHNOPROMEXPORT"

15, building 2, Noviy Arbat Street,
City of Moscow 119019,
The Russian Federation
Tel. : +7-495 950 15-23
Fax : +7-495 913 86 28, 953-33-73
Transit f/c account No. 407 02 840 3000 30001835
with JSC VTB Bank, Moscow, RF.
E-mail : inform@tpe.ru

THE SUPPLIER :

Bark engineering & construction Ltd

7/4, Eastern Plaza, Hatirpool /
Bir Uttam C.R. Dutta Road, Dhaka-1205, Bangladesh
Tel : 88-02-9670459, 8615900, 01716428387
e-mail: bark@dhaka.net

THE CUSTOMER

Vladimir Rybakov
Authorized Representative
JSC "VO" Technopromexport
Moscow Region in Bangladesh

Vitaly Trukhin
Expert
JSC "VO" Technopromexport
Representation Office
Bangladesh Dhaka

THE SUPPLIER



**Дополнительное соглашение №5
от 01.02.15
к Договору №253-13/SP4 от 27.09.14.**

**между
Филиал ЗАО «Институт «Оргэнергострой» в
Бангладеш**

**и
BARK Engineering & Construction ltd**

**Additional Agreement №5
dated 01.02.15
to the Contract №253-13/SP4 signed on 27.09.14.**

**between
Branch office of CJSC «Institute
«Orgenergostroy» In Bangladesh,
and
BARK Engineering & Construction ltd**

2015

Zaman Mostafa



2015



ПРЕАМБУЛА	RECITALS
<p>Филиал русского Закрытого акционерного общества «Институт Оргэнергострой» в Бангладеш, именуемое в дальнейшем «Субподрядчик», в лице директора филиала ЗАО ОЭС в Народной Республике Бангладеш Mohammed Golam Mostofa действующего на основании доверенности № 77 АБ3467554, с одной стороны</p> <p>И BARK Engineering & Construction Ltd.</p>	<p>The branch of the Russian Closed Joint-Stock Company «Institute «Orgenergostroy» In Bangladesh, hereinafter referred to as the “Subcontractor”, represented by Mohammed Golam Mostofa, the director of the branch of “OES” JSC in the People's Republic of Bangladesh, acting under the Power of Attorney № 77 АБ3467554 on the one hand</p> <p>AND BARK Engineering & Construction Ltd.</p>
<p>В лице директора компании Абу Масум Мохаммед Мотташим Биллах действующего на основании устава, именуемое в дальнейшем «Исполнитель», с другой стороны, вместе именуемые «Стороны», заключили настоящее Дополнительное соглашение №5 к Договору №253-13/SP4 от 27.09.14. (далее – Соглашение №5) о нижеследующем:</p>	<p>Abu Masum Mohammed Mottashim Billah acting under the article of memorandum, hereinafter referred to as the “Performer”, on the other hand, collectively referred to as the “Parties” have concluded the present Additional Agreement №5 to the Contract №253-13/SP4 signed on 27.09.14. (hereinafter – the Amendment №5), as follows:</p>
<p>1. Исполнитель обязуется, по поручению Субподрядчика, выполнить строительно- монтажные работы по объекту: Арматурно- сварочный участок Пионерной Базы АЭС «Руппур» на условиях под ключ (далее – Работы по строительству арматурно-сварочного участка)</p>	<p>1. The Performer shall execute construction and assembly works on Reinforcement-welding zone of the “Rooppur” NPP Pioneer base on the turnkey basis (hereinafter – the Works on construction of Indoor storage by the order of the Subcontractor).</p>
<p>2. Работы по строительству арматурно- сварочного участка будут выполнены в точном соответствии с требованиями Проектной и Рабочей документации, переданной Исполнителю.</p>	<p>2. The Works on construction of Reinforcement- welding zone will be performed in full compliance with the requirements of the Design and Detailed Design Documentation handed over to the Performer.</p>
<p>3. Субподрядчик передает Исполнителю следующий комплект Проектной Рабочей документации:</p> <p>1. 258-13-0014.12-AC</p>	<p>3. The Subcontractor provides the Performer the following set of Design and Project documentation:</p> <p>1. 258-13-0014.12-AC</p>

Golam Mostofa



2. 258-13-0014.12-KM	2. 258-13-0014.12-KM
3. 258-13-0014.12-BK	3. 258-13-0014.12-BK
4. 258-13-0014.12-OB	4. 258-13-0014.12-OB
5. 258-13-0014.12-PC	5. 258-13-0014.12-PC
6. 258-13-0014.12-CC	6. 258-13-0014.12-CC
7. 258-13-0014.12-EM	7. 258-13-0014.12-EM
<p>4. Стоимость Работ по строительству Арматурно-сварочного участка оставляют 818 965,43 (восемьсот восемнадцать тысяч девятьсот шестьдесят пять) 43/100 долларов США, включая все налоги и сборы, исчисленные в соответствии с законодательством Народной Республики Бангладеш.</p> <p>4.1. Валюта для взаиморасчетов по Соглашению №5 между Субподрядчиком и Исполнителем - Бангладешская така (BDT) по курсу, установленному Центральным банком Бангладеш на дату платежа.</p>	<p>4. The cost of the Works on Reinforcement-welding zone amounts to 818 965,43 (eight hundred eighteen thousand nine hundred and sixty five) 43/100 US dollars including all taxes which are to be calculated in accordance with the legislation of the People's Republic of Bangladesh.</p> <p>4.1. The currency for settlements under the Amendment №5 between the Subcontractor and the Performer is the Bangladesh Taka (BDT) at the exchange rate settled by Bangladesh's Central Bank on the payment date.</p>
<p>5. Стоимость работ по Соглашению №5 включает себя все налоги и сборы, в том числе НДС, транспортные расходы по доставке Продукции до площадки строительства, а также иные расходы Исполнителя, связанные с выполнением условий Договора и действующих Дополнительных Соглашений.</p> <p>Стороны являются самостоятельными плательщиками налогов и сборов в соответствии с законодательством НР Бангладеш.</p>	<p>5. The cost of the works under the Amendment №5 includes all taxes and duties, including VAT, transport charges made for delivering of the Products to the construction site, and other charges of the Performer connected with the performance of the Contract and Additional Agreements in force.</p> <p>The Parties shall be the independent taxpayers according to the legislation of the People's Republic of Bangladesh.</p>
<p>6. Срок начала выполнения Работ по настоящему Соглашению №5 – 01.02.2015г.</p> <p>Срок окончания выполнения Работ по настоящему Соглашению №5 – 05.06.2015г.</p>	<p>6. The initial date under this Amendment №5 is 01.02.2015.</p> <p>The finishing date under this Amendment №5 is 05.06.2015.</p>
<p>7. Расчеты по Соглашению №5 производятся согласно п. 5.4. Договора.</p>	<p>7. The settlements under the Amendment №5 shall be made under the Item 5.4. of the Contract.</p>

Закон Моста



<p>8. Авансовый платеж составляет 10 (десять) % от стоимости Соглашения №5, и составляет 81 896,54 (восемьдесят одна тысяча восемьсот девяносто шесть) 54/100 долларов США, включая все налоги и сборы, исчисленные в соответствии с законодательством Народной Республики Бангладеш.</p>	<p>8. The advance payment amounts to 10 (ten) per cent of the Amendment's №5 cost and is equal to 81 896,54 (eighty one thousand eight hundred and ninety six) 54/100 US dollars, including all taxes which are to be calculated conforming the legislation of the People's Republic of Bangladesh.</p>
<p>9. Настоящее Соглашение №5 является неотъемлемой частью Договора.</p> <p>Во всех остальных вопросах, не урегулированных настоящим Соглашением №4, Стороны руководствуются положениями Договора и действующих дополнительных соглашений.</p>	<p>9. The present Amendment №5 is to be deemed an integral part of the Contract.</p> <p>Concerning all other matters which are not subject to the Amendment №4 the Parties will rely upon the provisions of the Contract and the Additional Agreements in force.</p>
<p>ПОДПИСИ СТОРОН</p>	<p>SIGNATURES</p>
<p>Субподрядчик: Филиал ЗАО «Институт «Оргэнергострой» в Бангладеш</p>	<p>The Subcontractor: Branch office of CJSC «Institute «Orgenergostroy» In Bangladesh</p>
<p>Исполнитель: BARK Engineering & Construction ltd.</p>	<p>The Performer: BARK Engineering & Construction ltd.</p>
<p>on behalf of the Subcontractor/от имени Субподрядчика:</p>	<p>on behalf of the Performer/от имени Исполнителя:</p>
<p> </p>	<p> </p>
<p>Mohammed Golam Mostofa</p>	<p>Abu Masum Mohammed Mottashim Billah</p>

**Изменение № 1 от 29.12.2015 к
Дополнительному соглашению № 5
от 01.02.2015
к Договору №253-13/SP4 от 27.09.2014**

между

**Акционерным обществом «Институт
«Оргэнергострой», действующим через
Филиал Закрытого акционерного общества
«Институт «Оргэнергострой» в Народной
Республике Бангладеш**

и

BARK Engineering & Construction Ltd.

**Addendum №1 dated 29. 12.2015
to the Additional Agreement № 5
dated 01.02.2015
to the Contract №253-13/SP4 signed on 27.09.2014.**

between

**Joint-Stock Company "Institute «Orgenergostroy»
acting through
The branch of the Closed Joint-Stock Company
"Institute «Orgenergostroy» In the people's
Republic of Bangladesh**

and

BARK Engineering & Construction Ltd.





**Дакка
2015**



Sam Mostafa



[Signature]

<p>ПРЕАМБУЛА</p> <p>Акционерное общество «Институт «Оргэнергострой», действующее через Филиал Закрытого акционерного общества «Институт «Оргэнергострой» в Народной Республике Бангладеш, именуемое в дальнейшем «Субподрядчик», в лице директора филиала ЗАО ОЭС в Народной Республике Бангладеш Mohammed Golam Mostofa действующего на основании доверенности № 77 АБ7393890, с одной стороны</p> <p>И</p>	<p>RECITALS</p> <p>Joint-Stock Company "Institute «Orgenergostroy» acting through The branch of the Closed Joint-Stock Company "Institute «Orgenergostroy» In the people's Republic of Bangladesh, hereinafter referred to as the "Subcontractor", represented by Mohammed Golam Mostofa, the director of the branch of "OES" JSC in the People's Republic of Bangladesh, acting under the Power of Attorney № 77 АБ7393890 on the one hand</p> <p>AND</p>
<p>BARK Engineering & Construction Ltd.</p> <p>В лице директора Abu Masum Mohammed Mottashim Billah действующего на основании Устава, именуемое в дальнейшем «Исполнитель», с другой стороны, вместе именуемые «Стороны», заключили настоящее Изменение №1 (далее – Изменение) к Дополнительному соглашению №5 (далее – Соглашение №5) от 01.02.2015 к Договору №253-13/SP4 от 27.09.2014 (далее – Договор) о нижеследующем:</p>	<p>BARK Engineering & Construction Ltd.</p> <p>In behalf of the Director Abu Masum Mohammed Mottashim Billah acting on the basis of the statute under to as the "Performer", on the other hand, collectively referred to as the "Parties" have concluded the present Addendum №1 (hereinafter – the Addendum) to the Additional Agreement №5 dated 01.02.2015 (hereinafter - the Amendment №5) to the Contract №253-13/SP4 dated 27.09.2014 (hereinafter – the Contract), as follows:</p>
<p>1. Внести изменения в Дополнительное соглашение №5 от 01.02.2015 к Договору №253-13/SP4 от 27.09.2014 (далее – Соглашение №5) и изложить указанные ниже пункты в следующей редакции:</p>	<p>1. To make the amendments to the Additional Agreement №5 dated 01.02.2015 to the Contract №253-13/SP4 dated 27.09.2014 (hereinafter – the Amendment №5) and to reword the items specified below as follows:</p>
<p>2. Пункт 4 Соглашения №5 изложить в следующей редакции:</p> <p>«4. Стоимость Работ по строительству Арматурно-сварочного участка составляет 480 208,74 (четыреста восемьдесят тысяч двести восемь 74/100) долларов США, включая все налоги и сборы, исчисленные в соответствии с законодательством Народной Республики Бангладеш».</p>	<p>2. Item 4 of the Amendment No.5 shall be reworded as follows:</p> <p>"4. The cost of the Works on Reinforcement-welding zone amounts to 480 208,74 (four hundred and eighty thousand two hundred and eight 74/100) US dollars including all taxes which are to be calculated in accordance with the legislation of the People's Republic of Bangladesh".</p>
<p>3. Настоящее Изменение №1 является неотъемлемой частью Договора.</p> <p>Во всех остальных вопросах, не урегулированных настоящим Изменением №1, Стороны руководствуются положениями Договора и действующих дополнительных соглашений.</p>	<p>3. The present Addendum №1 is to be deemed an integral part of the Contract.</p> <p>Concerning all other matters which are not subject to the Addendum №1 the Parties will rely upon the provisions of the Contract and the Additional Agreements in force.</p>
<p>ПОДПИСИ СТОРОН</p>	<p>SIGNATURES</p>
<p>Субподрядчик:</p>  <p>Mohammed Golam Mostofa</p>	<p>The Subcontractor:</p>  <p>Mohammed Golam Mostofa</p>
<p>Исполнитель:</p>  <p>Abu Masum Mohammed Mottashim Billah</p>	<p>The Performer:</p>  <p>Abu Masum Mohammed Mottashim Billah</p>

АКТ № 1

**СДАЧИ-ПРИЕМКИ ВЫПОЛНЕННЫХ РАБОТ
от 30.11.2015**

**К ДОПОЛНИТЕЛЬНОМУ СОГЛАШЕНИЮ №5
от 01.02.2015**

ПО ДОГОВОРУ

№253-13/SP4 от 27.09.2014

МЕЖДУ

**Акционерным обществом «Институт
«Оргэнергострой», действующим через филиал
Закрытого акционерного общества «Институт
«Оргэнергострой» в Народной Республике
Бангладеш**

И

BARK Engineering & Construction Ltd.

Дакка

Акционерное общество "Институт "Оргэнергострой", действующее через филиал Закрытого акционерного общества «Институт «Оргэнергострой» в Народной Республике Бангладеш, в лице руководителя филиала Mohammed Golam Mostofa, действующего на основании доверенности №77 АБ7393890, именуемое в дальнейшем «Субподрядчик», с одной стороны, и

BARK Engineering & Construction Ltd., в лице директора компании Абу Масум Мохаммед Мотташим Биллах, действующего на основании устава, именуемое в дальнейшем «Исполнитель», с другой стороны, вместе именуемые «Стороны», подписали настоящий Акт о нижеследующем:
Были выполнены строительно-монтажные работы по объекту: Арматурно-сварочный участок Пионерной Базы АЭС «Руппур».

Работы удовлетворяют условиям Договора и в надлежащем порядке оформлены.

Стоимость работ по Дополнительному соглашению №5 от 01.02.2015г. составляет **818 965,43 (Восемьсот восемнадцать тысяч девятьсот шестьдесят пять 43/100) долларов США.**

Стоимость выполненных работ по настоящему Акту составляет 360 344,78 (Триста шестьдесят тысяч триста сорок четыре 78/100) долларов США.

ACT No. 1

**OF ACCEPTANCE OF PERFORMED WORK
dated 30.11.2015**

TO ADDITIONAL AGREEMENT № 5

dated 01.02.2015

TO CONTRACT

№253-13/SP4 dated 27.09.2014

BETWEEN

**Joint-Stock Company «Institute «Orgenergostroy»
acting through the branch office of Closed Joint-Stock
Company «Institute «Orgenergostroy» in the People's
Republic of Bangladesh**

AND

BARK Engineering & Construction Ltd.

Dhaka

Joint-Stock Company «Institute «Orgenergostroy» acting through branch of Closed Joint-Stock Company «Institute «Orgenergostroy» in the People's Republic of Bangladesh, represented by Mohammed Golam Mostofa, acting under the Power of Attorney № 77 AB7393890 hereinafter referred to as the "Subcontractor", on the one hand, and

BARK Engineering & Construction Ltd., Abu Masum Mohammed Mottashim Billah acting under the article of memorandum, hereinafter referred to as the «Performer», on the other hand, collectively referred to as the «Parties», made present Act on the effect that:
Construction and assembly works on the Facility: Reinforcement-welding zone of the "Ruppur" NPP Pioneer base were performed.

The Works meet the terms of the Contract and are duly formalized.

The cost of the work under the Additional agreement No 5 dated 01 February 2015 is **818 965.43 (Eight hundred eighteen thousand nine hundred and sixty five 43/100) US dollars.**

The cost of completed works as per the Act is 360 344.78 (Three hundred sixty thousand three hundred and forty four 78/100) US dollars.

<p>По настоящему Акту был уплачен Аванс в размере 360 344.78 (Триста шестьдесят тысяч триста сорок четыре 78/100) долларов США.</p> <p>Следует к перечислению по настоящему Акту – 00.00 (Ноль 00/100) долларов США.</p> <p>Субподрядчик претензий по объему, качеству и срокам выполнения работ не имеет.</p> <p>Настоящий Акт составлен на русском и английском языках в 2 экземплярах.</p>	<p>Under the Act was paid an advance of 360 344.78 (Three hundred sixty thousand three hundred and forty four 78/100) US dollars.</p> <p>Under the Act the sum in amount of 00.00 (Zero 00/100) US dollars.</p> <p>The Subcontractor has no claims to the scope, quality and terms of execution of the works.</p> <p>The Act is made in Russian and English in two copies.</p>
<p>от имени Субподрядчика:</p> <div data-bbox="284 571 771 784">   <p>Mohammed Golam Mostofa</p> </div> <p>от имени Исполнителя:</p> <div data-bbox="292 985 803 1041"> <p>Абу Масум Мохаммед Мотташим Биллах</p> </div>	<p>on behalf of the Subcontractor:</p> <div data-bbox="885 571 1485 817">   <p>Mohammed Golam Mostofa</p> </div> <p>on behalf of the Performer:</p> <div data-bbox="941 985 1453 1030"> <p>Abu Masum Mohammed Mottashim Billah</p> </div>

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Ref no: PSER:SCT:KLN-C1827:17:WO:5860

Date: 07-08-2017

M/S BARK ENGINEERING & CONSTRUCTION LTD.

HOUSE #64, ROAD-3, BLOCK-B, NIKETON,

GULSHAN-1, DHAKA- 1212.

Sub	Work Order (WO).
Job	Construction of Temporary Roads & Drains at 2x660 MW Maitree Super Thermal Power Project, Rampal, Bagerhat, Bangladesh.
Ref	1.0 Tender no: PSER:SCT:KLN-C1827:17.
	2.0 BHEL's NIT, vide reference no PSER:SCT:KLN-C1827:5634, Date: 10-04-2017.
	3.0 BHEL's TCN-01, vide reference no PSER:SCT:KLN-C1827:TCN-01, Date: 11-04-2017.
	4.0 BHEL's TCN-02, vide reference no PSER:SCT:KLN-C1827:TCN-02, Date: 18-04-2017.
	5.0 BHEL's TCN-03, vide reference no PSER:SCT:KLN-C1827:TCN-03, Date: 20-04-2017.
	6.0 Your offer vide reference no: PSER:SCT:KLN-C1827:5634, Dated 10-04-2017.
	7.0 BHEL's letter for RA vide ref no: PSER:SCT:KLN-C1827:RA, Dated 22-05-2017.
	8.0 RA conducted on 24-05-2017.
	9.0 Your letter for final price confirmation vide letter ref no: Nil, dated 24-05-2017.
	10.0 BHEL's LOI, vide ref. no: PSER:SCT:KLN-C1827:17:LOI:5724, dated 30-05-2017, document no: PSER:SCT:102:17 (Rev 00).
	11.0 Your unqualified acceptance to above LOI vide ref no: Bark/280-1233/2017, dated 17-06-2017 to above LOI.
	12.0 BHEL's Amendment-1 to Letter of Intent (LOI), vide ref. no: PSER:SCT:KLN-C1827:17:LOI:AMDMT-1:5816, dated 20-07-2017, doc. no: PSER:SCT:102:17 (Rev 01).
	13.0 Your unqualified acceptance to above Amendment-1 to LOI vide ref no: Bark/280-1233/2017, dated 22-07-2017 to above LOI.
	14.0 All other pertinent issues till date.

Dear Sir,

With reference to the above correspondences, we are pleased to place this Work Order on you for the aforesaid job as per scope of work and terms & conditions of the above mentioned references and as set forth hereunder.

CL. NO.	DESCRIPTION
1.0	SCOPE The scope broadly covers providing manpower including supervision, materials T&Ps, consumables etc. including supply of cement, reinforcement steel, area leveling & grading, shifting of materials, approach road works, etc. all complete and all miscellaneous civil work in all respect as per drawings & specification for construction of temporary roads & drainage etc. as enumerated in detail in the tender specification taking into account all clarifications, confirmations and agreements till date for 2x660 MW Maitree Super Thermal Power Project, Rampal, Bagerhat, Bangladesh.
2.0	CONTRACT PRICE On the basis of accepted rates, total approximate contract price works out US\$ 5,03,615 (USD Five Lakh Three Thousand Six Hundred and Fifteen only). Taxes, duties, etc. shall be applicable

	as per tender provision.
3.0	SECURITY DEPOSIT
3.1	Based on above stated contract price, total amount of security deposit works out to US\$ 25,180.75/- (USD Twenty Five Thousand One Hundred Eighty and Seventy Five Cents only) OR BDT 20,29,568 (BDT Twenty Lakh Twenty Nine Thousand Five Hundred Sixty Eight).
3.2	The security deposit is covered in the following manner.
3.2.1	The EMD of BDT 8,32,791 submitted by you shall be retained as part SD towards SD.
3.2.2	Balance amount of security deposit of BDT 11,96,777 (BDT Eleven Lakh Ninety Six Thousand Seven Hundred Seventy Seven) is covered vide Pay order no 1934663, dated 13-06-2017 for BDT 12,16,922.00, issued by Mercantile Bank Ltd.
4.0	COMPLETION PERIOD
4.1	The entire work under the scope of work shall be successfully completed in all respect within 4 (Four) months from date of intimation from BHEL or start of work whichever is earlier, as certified by Construction Manager, Rampal Site/ PSER HQ, BHEL.
4.2	Mobilization at site shall be done within 10 (Ten) days from date of written intimation from BHEL.
5.0	OTHER POINTS
5.1	All other terms & conditions shall be governed by terms & conditions of tender together with aforesaid references.
5.2	In the event of any ambiguity or conflict among the Tender Documents, the order of precedence shall be in the order below: <ol style="list-style-type: none"> Amendments/ Clarifications/ Corrigenda etc issued vide TCNs (Tender Change Notice) in respect of the tender documents by BHEL. Notice Inviting Tender (NIT). Price Bid-Volume-III. Technical Conditions of Contract (TCC) -- Volume-IF. Special Conditions of Contract (SCC) —Volume-ID. General Conditions of Contract (GCC) —Volume-IB. Forms and Procedures —Volume-IE.
5.3	You are requested to submit your unqualified acceptance to this WO as per enclosed Annexure-X within 10 (ten) days from the date of this WO.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD.



SR. ENGR (SCT)

Encl

- 1.0 Rate Schedule.
- 2.0 L-2 Schedule.
- 3.0 Annexure -X.

RATE SCHEDULE		
JOB: CONSTRUCTION OF TEMPORARY ROADS & DRAINS AT 2X660 MW MAITREE SUPER THERMAL POWER PROJECT, RAMPAL, BAGHERHAT, BANGLADESH.		
WO Ref no: PSER:SCT:KLN-C1827:17:WO:5860, DOC NO: PSER:SCT:118:17 (REV 00), Date: 07-08-2017.		
SCH-1: TOTAL PRICE		
SL NO	DESCRIPTION	TOTAL PRICE (IN USD)
1.0	TOTAL PRICE FOR CONSTRUCTION OF TEMPORARY ROADS & DRAINS AT 2X660 MW MAITREE SUPER THERMAL POWER PROJECT, RAMPAL, BAGHERHAT, BANGLADESH.	US\$ 5,03,615
2.0	NON-SCHEDULE ITEM Quote % above or % below or at par for items not covered as above of this schedule. The rate shall be derived from Schedule of Rates 2014, PWD, Govt. of Bangladesh.	
1a)	Rate of complete item	At par BPWD Rate Schedule 2014
1b)	Rate of supply of material at site only	At par BPWD Rate Schedule 2014
1c)	Rate for execution complete excluding supply of materials.	At par BPWD Rate Schedule 2014
NOTE		
1.0	Bidder's quoted total price of SCH-1 at Sl. no 1.0 above shall be apportioned into amount of various items of works based on allocated percentages against respective item of SCH-2. As such, bidder shall not indicate/ quote any amount/ rate in this schedule/ part and any amount/ rate quoted against any item shall not be taken into cognizance/ account and offer may be liable for rejection.	
2.0	Based on the itemwise percentage allocations, the amount for the individual items of the Bill of Quantity shall be arrived at. The rates of individual items shall be derived from the amount against each items after rounding off.	
3.0	Unit rates of each item of works of respective schedules/ parts will be derived by dividing derived amount by corresponding quantities. In deriving the unit rates of each item in this manner, figures only upto 2 decimal places will be taken into account. Any adjustment, if required, due to such methodology, will be effected in final bill.	
4.0	Bidders to note that this is an item rate contract. Payment shall be made for the actual quantities of work executed at the unit rate arrived at as per Sl No.3 above.	
5.0	The quantity of items may vary during execution mainly due to actual requirement etc. The unit rates work out from the overall amount quoted & accepted by BHEL shall be considered and no separate unit rates shall be allowed. Unit rates shall be valid throughout the contract period.	
6.0	For payment of non schedule items, the rate shall be derived from Schedule of Rates 2014, PWD, Govt. of Bangladesh.	

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RATE SCHEDULE

JOB: CONSTRUCTION OF TEMPORARY ROADS & DRAINS AT 2X660 MW MAITREE SUPER THERMAL POWER PROJECT, RAMPAL, BAGERHAT, BANGLADESH.

WO Ref no: PSER:SCT:KLN-C1827:17:WO:5860, DOC NO: PSER:SCT:118:17 (REV 00), Date: 07-08-2017.

SCH-2: TOTAL PRICE BREAK UP

ST. NO	DESCRIPTION OF ITEM	UNIT	QUANTITY	ALLOTTED PERCENTAGE FOR AMOUNT OF EACH ITEM (Nearest to the 5 decimal points) W.R.T THE TOTAL PRICE OF SCH-1
1	Earth work in box cutting on road crest up to 300mm depth, maintaining proper grade, camber and alignment, super elevation on curves, removing soil to a safe distance, watering, if necessary, spreading the excavated earth on road flanks and slopes uniformly including leveling, dressing, compacting the sub-grade by manual labour, etc. all complete as per direction of the E-I-C.	SQM	21900	2.181000%
2	Providing Single layer brick flat soling (BFS) with 1st class or picked bricks, true to level, maintaining camber/ super elevation and grade including carrying bricks, filling the interstices tightly with sand of minimum FM 0.50, etc. all complete in all respect as per approved drawing, specification and direction of the Engineer-in-charge.	SQM	21900	18.192000%
3	Providing compacted aggregate sand sub-base course with 38mm down Crusher (WBM) run 1st class bricks/picked chips of LAA value not exceeding 40 & sand of minimum FM 0.80 mixed in proportion 1:1 by volume placed in layer(s), mixing properly, watering, compacting with 8~10 tonne road roller to give compaction to 98% of MDD (modified) including supplying of all materials, labourers, tools and equipment etc. all complete as per direction of the E-I-C. Minimum CBR requirement for sub-base course is 32%.	CUM	3285	21.869000%
4	Providing compacted brick aggregate base course (WBM), including supplying, spreading and compacting 50mm down graded crusher run 1st class and Picked brick chips (LAA value not exceeding 40%) including supplying of required amount of 12mm down graded chips made of same quality bricks, including spreading uniformly in layers of specified loose thickness on road surface maintaining grade, camber and super elevation including local handling, hand packing, booming, watering, dry rolling followed by wet rolling in layers with 8~10 tonne road roller to achieve soaked CBR not less than 80% at a degree of compaction to minimum 98% (Modified Proctor) blinding with choking material as filter material @0.018cum/sqm including cost of materials, labours etc. all complete as per direction of the E-I-C. After adequate dry rolling spreading choking material on the surface, sprinkling water and rolling is to be continued until all the voids are filled, wave of grout/slurry flushes ahead of the roller. Thickness of each layer should not be more than 100mm loose and measurement for Payment will be made on compacted thickness.	CUM	2190	22.613000%
5	Earth filling in foundation trenches and plinth in 150mm layers with carted earth carried by truck or any other means loading and unloading at both ends including levelling, watering and compacting to achieve minimum dry density of 90% with OPC (modified factor) including local carriage each layer up to finished level including cost of water and test (carried from beyond 300 m) etc. all complete and accepted by the Engineer.	CUM	1186	1.068000%
6	Earthwork in excavation of canals/Khals, ponds, drains etc. by excavating earth to the lines, grades and elevation as shown in the drawings, filling baskets, carrying & disposing of all excavated materials at a safe distance designated by the Engineer-in-Charge in all types of soils except rocky, gravelly, slushy or organic soil, levelling, dressing etc. all complete for an initial excavation depth of 2m and an initial lead not exceeding 20m including arranging for & supplying all necessary tools & equipment at work site etc., all complete as per direction of the Engineer-in-Charge.	CUM	7560	2.479000%
7	Filling with soil, sand in trenches, plinth, sides of underground structures, pipes, area levelling within a lead of 90 m, in layers not exceeding 150 mm available to achieve minimum dry density of 90% with optimum moisture content (Modified proctor test) including carrying watering, levelling, dressing and compacting to a specified percentage each layer up to finished level etc. all complete and accepted by the Engineer.	CUM	1800	0.562000%
8	Plane cement concrete (1:3:6) with cement, brick chips (20mm downgraded) and sand (F.M. 1.2) at any level below foundations, drain, septic tank, floors, hume pipes, including cost of all materials, T&P, labour etc all complete and accepted by the Engineer.	CUM	338	5.845000%

RATE SCHEDULE

JOB: CONSTRUCTION OF TEMPORARY ROADS & DRAINS AT 2X660 MW MAITREE SUPER THERMAL POWER PROJECT, RAMPAL, BAGERHAT, BANGLADESH.

WO Ref no: PSER:SCT:KLN-C1827:17:WO:5860, DOC NO: PSER:SCT:118:17 (REV 00), Date: 07-08-2017.

SCH-2: TOTAL PRICE BREAK UP

ST. NO	DESCRIPTION OF ITEM	UNIT	QUANTITY	ALLOTTED PERCENTAGE FOR AMOUNT OF EACH ITEM (Nearest to the 5 decimal points) W.R.T THE TOTAL PRICE OF SCH-1
9	75 mm brick work for drain with first class bricks in cement sand (F.M. 1:2) mortar (1:6) making bond with connected walls including necessary scaffolding, raking out joints, cleaning and soaking the bricks for at least 24 hours before use and washing of sand curing at least for 7 days, including providing and fixing weep holes at 2 Mtr c/c distance in staggered manner, consisting of 60 mm dia uPVC pipe sleeves along with single side covering the pipe mouth with Nylon Mesh Fabric, including cost of all materials, T&P, labour etc all complete and accepted by the Engineer.	SQM	9000	14.280000%
10	Brick work with first class bricks in cement sand (F.M. 1:2) mortar (1:6) in foundation and plinth, pier, abutment, wing wall, water tank, septic tank, drains, culvert filling the joints/interstices fully with mortar raking out the joints cleaning and soaking the bricks at least 24 hours before use and curing at least 7 days etc. all complete including all materials, labours, scaffolding and other incidental etc. and accepted by Engineer	CUM	90	1.312000%
11	Supplying, fitting and fixing best quality machine made RCC Pipe over 100 mm thick cement concrete (1:3:6) at base and sides including single brick flat soling and gasket with cement mortar (1:4) joints, cutting and filling trenches up to required depth including excavation of soil etc. all complete in all respect as per type plan and accepted by the Engineer (average depth of trench is 3'-6"). (Cement:CEM-II/A-M)			0.000000%
a	225mm dia(internal)	RM	80	0.199000%
b	300mm dia(internal)	RM	80	0.260000%
12	Labour for filling empty gunny bags (75kg capacity) with caked cement/ brick bats/ earth/ sand (F.M. 0.5 to 1.0) including supply of gunny bags, filling with material, sewing the mouth of bags with coil string and dumping the same in position, struts etc. all complete as per direction of the Engineer in charge.	BAG	12600	1.887000%
13	Geo-Textile: Supplying and laying of a geo-textile filter (Grade-I.Filter Thickness under pressure 2kpa (minimum)=1.5mm, Mass (minimum) =170 gm/m2,) between CC blocks and embankment slopes properly with non-woven needle punched type geo-textile filter of different grades, specification for effective erosion protection in hydraulic structures/river training works including local handling placing in position, providing machine seamed joints (with 100% polypropylene or nylon thread) or 35cm lap in dry condition or minimum 100cm lap under water including protecting the geo-textile material; from UV ray and from any other damages etc. all complete in all respect as per approved drawing, specification and direction of the Engineer-in-charge. (Geo-textile delivered at site should be clearly labeled with brand name and grade printed at regular intervals across the body of the fabric),	SQM	5760	1.953000%
14	Supplying and placing of Single layers of gunny bagged Riprap filled with cement (conforming to BDS EN 197-1 : 2003 CEM-II/A-M 42.5N) and Sand (minimum FM 1.00) mortar (1:8) along slopes of abutments, piers, banks of river/ khal including washing of sand, mixing in standard mixture machine, filled & tamping the bags in place, stitching bags by hand sewing machine, curing by sprinkling water over the bags including preparation of slope (bed) by cutting or filling with ramming the filled up earth to the same profile as that of the finished slope level, placing the filled gunny bags along the slope, etc. all complete in all respect as per approved design, specification and direction of the E-I-C. Rate is inclusive of cost of all materials, labour and all incidental charges in this connection.	SQM	3600	5.258000%
15	Supplying, sizing,placing & driving in position of 75mm to 100mm dia Borak bamboo post complete as direction of the Engineer in charge.	RM	200	0.042000%
TOTAL ALLOCATION PERCENTAGE				100.00%

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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CONTRACT AGREEMENT

IN BETWEEN

HDFC SinPower Ltd.

AND

BARK ENGINEERING & CONSTRUCTION LTD.

FOR

EXECUTION OF THE
RIVER BANK EROSION PROTECTION WORKS for 50 MWac (Grid Tied)
SOLAR POWER PLANT SITE on the right bank of the River
OLD BRAHMAPUTRA at SUTIAKHALI, GOURIPUR, MYMENSINGH,
BANGLADESH

CONSULTANT

DevConsultants Ltd.
House-69, Road-16, Block-A
Banani, Dhaka, Bangladesh

November 2018

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Contract Agreement

THIS AGREEMENT made on this 15th day of November 2018 in between HDFC SinPower Ltd. (hereinafter "the Employer"), of the one part, and Bark Engineering & Construction Ltd. (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as River Bank Erosion Protection Works 50 MWac (Grid Tied) Solar Power Plant Site on Old Brahmaputra River at Sutiakhali, Gouripur, Mymensingh, Bangladesh should be executed by the Contractor, and has accepted a Bid by the contractor for the execution and completion of these Works and the remedying of any defects therein.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a) the Contract Agreement;
 - b) the Letter of Acceptance;
 - c) the Letter of Bid;
 - d) the Variation Nos
 - e) the Particular Conditions of Contract;
 - f) the List of Eligible Countries that was specified in Section 5 of the Bidding Document;
 - g) the General Conditions of Contract;
 - h) the Specifications;
 - i) the Drawings;
 - j) the completed Schedules including Bill of Quantities, and
 - k) any other documents shall be added here.

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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কক 3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Peoples' Republic of Bangladesh on the day, month and year indicated above.

Signed by _____ Signed by _____

Gp Capt. SK M Shafiqul Islam A.M.M. Mottashim Billa

Name: _____ Name: _____

In the capacity of Director

In the capacity of Managing Director

for and on behalf of the Employer

for and on behalf the Contractor

(SEAL)

(SEAL)

in the presence of

in the presence of

Witness:

Witness:

1. Name: ANWAR HOSSAIN

1. Name: Md. Muhit Arifin

Signature: _____

Signature: _____

Date: 15.11.2018

Date: 15.11.2018

Address: HDFC SinPower Ltd.

Address: BARK Engineering & Construction Ltd.

2. Name: SHAMPA KHATUN

2. Name: Dewan Md. Jahangir Alam

Signature: _____

Signature: _____

Date: 15.11.2018

Date: 15.11.2018

Address: HDFC Sinpower Ltd.

Address: BARK Engineering and Construction Ltd.

Picture Gallery

PICTURE GALLERY

Merriment Pastime & Revelry



Hone. Russian Ambassador with Our Managing Director at Russian National Day



OUR WORKS ON CANVAS

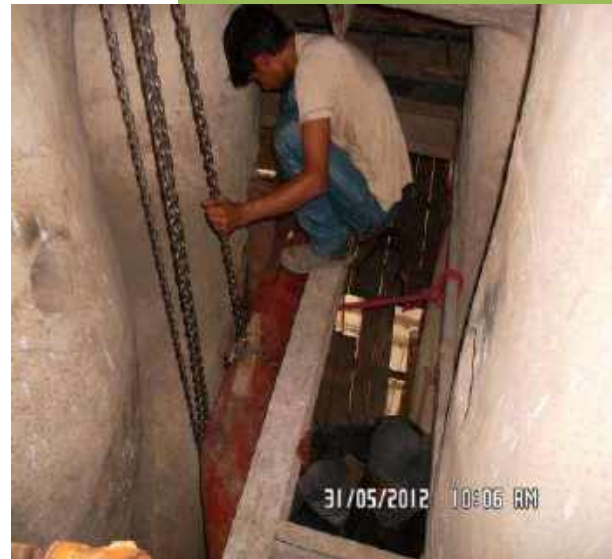


OUR WORKS CIVIL & MECHANICAL











RIVER BANK PROTECTION WORK







SITE OFFICE OF ROOPPUR NUCLEAR POWER PLANT





OUR WORKS

2X660 Maitree STPP,

Rampal





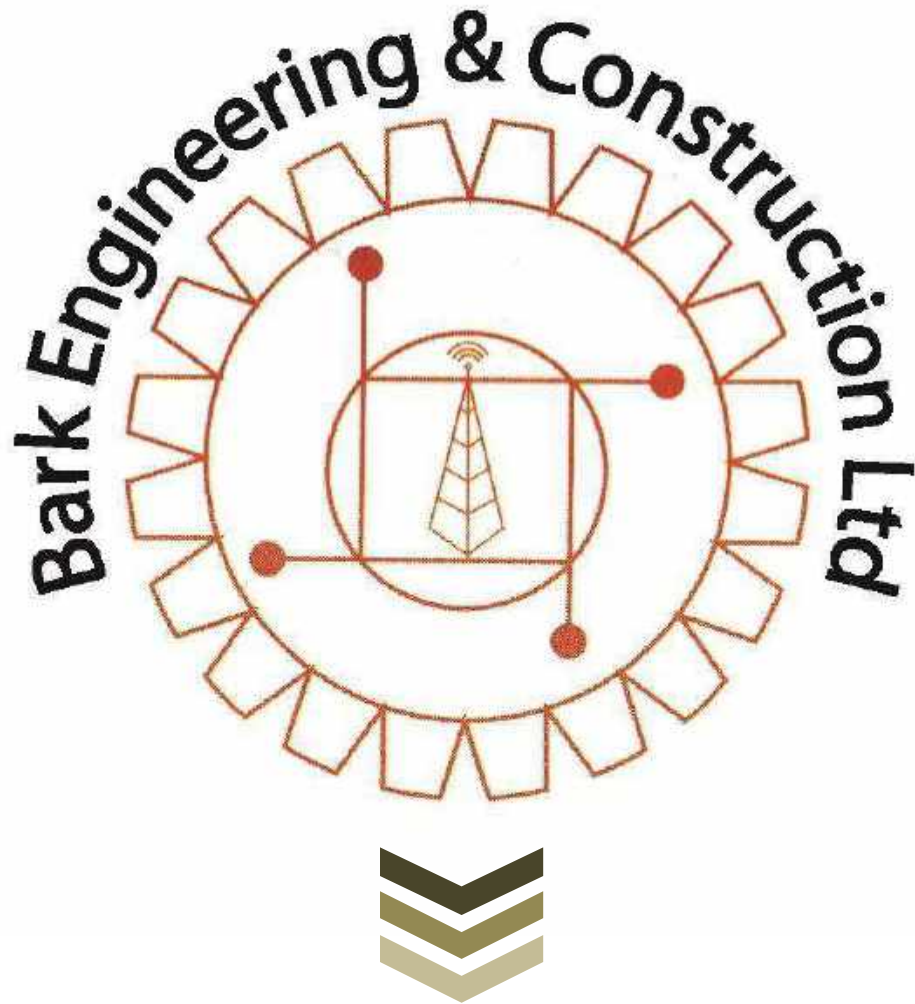
OUR WORKS STEEL STRUCTURE





Insulation Work at Shiddhirgong Power Plant performed By BARK Engineering.





Corporate Head Office Address:

BARK Engineering & Construction Ltd.

Flat: 7/A, House: 64, Road: 03, Block: B Niketon, Gulshan,

Dhaka-1212, Bnagladesh

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Cell: +8801975222484

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