



SUB-CONTRACT WORK ORDER
No. ATTC-(01/20)-001

To

Technibuild Contracting (Oman) L.L.C.
P.O. Box: 190, Postal Code: 111,
Flat No. 21, Floor No. 2, Building No. 661, Block No. 42, Plot No. 236
Al Hail South, Opp. Dubai Hypermarket - Muscat
Sultanate of Oman
Telephone: +968 24272609
Fax: +968 24272609
Technibuild.oman@gmail.com

Project: Reconstruction of Seawall at Al Husn Complex, RCA Phase 1 & 2 – Salalah (DPS/03/20)

Subject: Pilling, Shoring & Dewatering Works

This is with reference to your offer Ref. No. TCL/P/TO/2019.185BR5/02/20, dated 22nd February 2020 and subsequent discussions you had with us, we M/s Al Tajawab Trad. & Cont. Co. (hereinafter called First Party) pleased to issue this work order to you M/s. Technibuild Contracting (Oman) L.L.C. (hereinafter called Second Party) for Pilling, Shoring & Dewatering Works under the terms and conditions mentioned in this work order. The terms and conditions mentioned in this work order are overriding the conditions mentioned in the offer in case of differences.

1) Scope of works:-

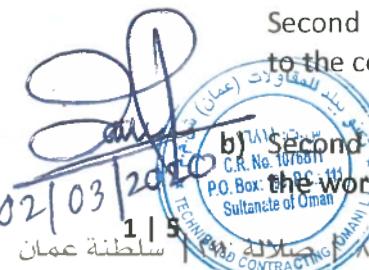
The Scope of Work contains a complete performance on a unit prices or items basis based on the documents submitted especially the scope of work and terms & conditions the BOQ, Drawings and Specifications given by First Party.

- Complete supply, installation, testing & commissioning of piling, shoring & dewatering works as per your letter Ref. No. TCL/P/TO/2019.185BR5/02/20, dated 22nd February 2020, approved shop drawing and RCA specification (Bill No. 4).
- Measurement consideration only estimated quantities (Clause 55).

2) Technical specification:-

- Second Party should complete all piling, shoring & dewatering works described in the agreed scope as per project BOQ, approved shop drawings and RCA specification. The Second Party also should complete the scope of work as per the project schedules and to the complete approval & satisfaction of the First party and The Engineer.

- Second Party under takes to provide all items required for the proper completion of the works from the best quality & as per manufacturer specification.



- c) Second Party will provide the full time qualified Site Supervisor & Foreman who will be able to handle day to day issues. All the staffs and workers must comply with full site safety requirements.
- d) Second Party shall carryout all the works in their scope of works with full strength completely including all the quantities necessary and appropriate to fulfill this work order.
- e) Second Party undertakes full responsibility of their work till the successful handing over of the project.

3) Shop Drawings, Method Statement and As-Built Drawings:-

Second Party should provide shop drawings & method statement for the approval of the First Party & the Engineer (RCA). The Second Party will follow the approved shop drawings, method statement and the instruction of the First Party & the Engineer. On completion of the work the second party will submit three copies of approved as built drawings, operation & maintenance manuals to the first party to be submitted to the client.

4) Inspection:-

All the works shall be inspected by First Party Project Engineer & the Engineer during the execution but such inspection and subsequent approval will not relieve Second Party of their obligation.

5) Detailed Design / Drawings, Bill of Quantities (BOQ) & Specifications:-

Second Party confirms the receipt of the tender bill of quantities, drawings (list attached) & specifications of this project from First Party.

6) Delivery of Material and Completion of Works:-

- a) Second Party shall deliver piling, shoring & dewatering works materials in good condition carry out their work to the entire satisfaction of First Party the Engineer. Any damaged or low quality material will not be acceptable and shall be replaced by Second Party without any additional cost to First Party.
- b) The First Party shall not be responsible for any loss of items, tools from the site or stores etc.,

7) Project Schedule:-

A tentative project schedule shall be given to you in order to program your activity and upon receiving the same the final approved program schedule shall be circulated. You are expected to strictly adhere to the same.

The work commencement date on 1st March 2020 and project completion date 15th June 2020 for piling & Shoring Works.

8) Work Order Value:-

The total value of this Work Order shall be R.O. 464,000/- (Rial Omani Four Hundred Sixty Four Thousand Only) as per Annexure No. 01.

9) Terms of Payment:-

- a) 10% advance against guarantee.
- b) 87.5% against work progress on monthly basis LC (RO 100,000/=) 120 days from the date of certification of the invoice.
- c) 2.5% on issue of completion certificate and one year warranty by the Second Party to be released on submission of one year bank guarantee.

10) Penalty:-

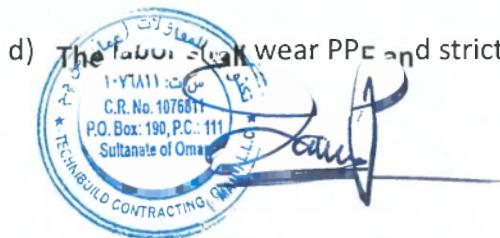
Penalty for delay will be R.O. 464.000 per day shall be limited to 10% of sub-contract amount.

11) Maintenance Period:-

12 months from date of issue of completion of the project.

12) HSE & Quality:-

- a) Second Party shall apply all safety and vocational health standards as issued from the Ministry of Manpower and concerned department. This provision shall applied in all work and construction site – subject of this work order and all facilities of workers such as accommodation and toilets
- b) Second Party shall be fully responsible for complying with HSE requirements, as well as other rules and regulations at site and hold First Party indemnified against any loss, expenses, liabilities and actions arising out of Second Party's non-compliance
- c) Second Party shall provide PPE (personal protective equipment) i.e. uniform, helmets, safety shoes, etc. for all foreman and labors deployed at site. In case of any labor doesn't use the PPE, the First Party will provide such PPE and the cost will be recovered from any monies due or may become due to the Second Party.
- d) The labor shall wear PPE and strict follow to the HSE norm set by the First Party.



- e) The quality of the works should be in conformity with the quality standard as defined by the First Party / Project Engineer / Project Management Team & Client.
- f) The Second Party shall control the wastages allowable for usage of material.

13) Insurance:-

- a) Second Party shall ensure that their workmen at site are comprehensively covered by insurance (workmen's compensation) as per labor laws in Sultanate of Oman.
- b) In the event of any accident causing injury resulting into partial or total disability or even causing death, under such situation the Second Party shall be totally responsible and should bear all the expenses in connection with.
- c) Medical expenses of labor deployed by the Second Party shall be borne by the Second Party.

14) Termination:-

- a) This work order may also be terminated partially or wholly if Second Party failed to carry out the service in a proper and correct way.
- b) If First Party terminates the work order partially or wholly due to failure from Second Party, then First Party is entitled to engage the works with another contractor and all costs incurred shall be recovered from the Second Party at the same cost of second party.
- c) Rights and compensations to the two parties as per this term shall not affect or lessen the rights and compensations determined by the law.

15) Other terms & Conditions:-

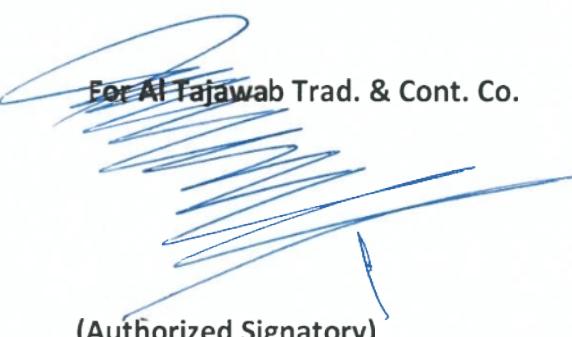
- a) Second Party's price includes for all necessary Mobilization / Demobilization, Equipment / Tools required for carrying out above as per design, bill of quantities, specification and issued drawings.
- b) Second Party shall be completely responsible about the storage of materials. First party only provides the store facilities.
- c) Second Party will indemnify First Party against any cost, expenses proceedings, etc. by any party arising out of defaults on Second Party employee's part, how so ever arising, including but not limited to violation of above provisions.
- d) Second Party is providing along with the work all necessary provisions for plant & material storage, and transportation (vertical or horizontal lifting, cranes etc.), necessary for their scope of work. The necessary effort is included in the unit prices.



- e) First Party will provide suitable source of electricity and water in the site and plant/ materials storage facilities.
- f) The standard terms and conditions shall be as published by the Sultanate of Oman Standard Documents for Building and Civil Engineering Works 3rd Edition July 1981.
- g) The Second Party shall be entitled no variation to the scope of works stipulated in the specifications, drawings and BOQ, shall be entertained unless or otherwise the Client agrees and approves.

16) Notices:-

All notices and correspondence between the two parties shall be written in English. They shall be sent through registered mail or delivered by hand or through fax or emails to the following address or any other address provided from any party at any time before submission of notice.


For Al Tajawab Trad. & Cont. Co.

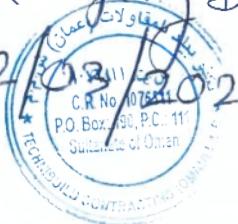
(Authorized Signatory)

Name: Osama Biada
 Title: Project Manager
 Date: 02/03/2020



For Technibuild Contracting (Oman) L.L.C.

(Authorized Signatory)

Name: Partha Sarkar
 Title: Managing Director
 Date: 02/03/2020




تكنو بيلد للمقاولات (عمان) ش.م.م.

TECHNIBUILD CONTRACTING (OMAN) L.L.C.

Diaphragm wall, Piling, Shoring, Sheet Piling, De-watering, Building, Infrastructure & Marine works Contractor

ISO 9001
ISO 14001
OHSAS 18001
BUREAU VERITAS
Certification



Ref. No.: TCL/P/TO/2019.185BR5/02/20

22nd February'2020

Muscat,

To,
M/s Al Tajawab Trading & Cont. Co.
 Tel.: +96823210211
 Fax: +96823211059/+96823211269
 GSM: +96895048391
 E-mail: altajawab@gmail.com, ziadasatti@yahoo.com

Kind Attention: Mr. Osama Ziada (Project Manager)

Project : Reconstruction of Sea wall at Al HUSN Complex, RCA Phase 1 & 2 - Salalah
Subject : Revised Quotation for Piling, shoring and Dewatering Works
Reference : 1. Your Email Enquiry dated on 19th December' 2019.
 2. Revised Bill of Quantity received on 06/01/2020.
 3. Your meeting with our MD and Your confirmation mail send on 15.02.2020

Dear Sir,

Further to the above referred project, subject and reference, we are pleased to submit our revised offer **Piling, Shoring and Dewatering Works** for your review and approval.

For any further clarification on the subject matter, we will appreciate your communication to us.

We are now waiting for your valuable work order to start the work.

Best Regards
 For Technibuild Contracting (Oman) LLC

Supantha Das
 Commercial Manager
 (GSM: +968- 97041558)



Encl.: Quotation in 03 pages and filled BOQ



Bill of Quantity

BOQ is enclosed as per your own format

TERMS & CONDITIONS FOR DE-WATERING WORKS

- 1) The quoted prices in BOQ for dewatering work are based upon the consideration of disposal point within 500 Mtr from the dewatering area. *-1m level of is below max. exc. level achieved*
- 2) Charges to commence when ~~First Pump~~ of system is started and to end when last pump system is switched off after receiving the off-hire fax. (For maintenance and Hire Charges refer Enclosed BOQ).
- 3) Road crossing permissions and other NOC's from authorities (If required) shall be done by client.
- 4) The refundable deposit amount of Ministry of Water resources for Dewatering work shall be paid by client/ main contractor.
- 5) Rates are based on installation / dewatering required for areas mentioned in above BOQ and lowering of water level to 1m below maximum excavation level.
- 6) All civil work i.e. Excavation, trenches, support brackets and platform, ducts, humps etc. at the road crossings shall be done by main contractor
- 7) ~~Crane shall be provided free of cost~~ within 30 minutes when ever required for changing of pumps if in case of any replacement of pump is required.
- 8) If a clear access of ~~5m~~ is not provided for removal of Dewatering equipment, the cost of equipment shall be paid to us. *3m*

OTHER TERMS & CONDITIONS:

- 1) Providing site access and hard ground for equipment is main contractor's responsibility and is excluded from our scope of work.
- 2) Survey & pile point shall be given by client's surveyor & excluded from our scope.
- 3) All types of permits, NOC's trial trench etc., are excluded from our offer. Watch & ward, drainage, boundary fence to construction site, provision of site office for client, consultant or main contractor etc. are excluded from our offer.
- 4) Round the clock work, seven days week work permission shall be given. Schedule & sequence of work is to be mutually agreed.
- 5) We have quoted offer as per drawing and site visit. Pile Design is not our scope of work. The price is quoted without soil report.
- 6) Anything not mentioned in the B.O.Q. or this offer is excluded from our scope.
- 7) Method Statement shall be submitted on written confirmation / work order.
- 8) We will not be responsible for any damage to the underground services. If any underground services are present near / under the Piling area, the same shall be identified, relocated and site shall be handed over to us for piling. We will not be responsible for any environmental impact.
- 9) This offer letter is integral part of the signed contract whether it is attached or not with the contract document.
- 10) This work is presumed to be single mobilization. Remobilization charge in case necessitated for any reason other than our fault shall be as per item.
- 11) Getting Inspection from client or consultant is main contractor's responsibility.

Piling, Shoring & Dewatering Contractor: Technibuild Contracting LLC – Piling shoring and Dewatering offer



Project: Reconstruction of Sea wall at Al HUSN Complex, RCA Phase 1&2 - Salalah

- 12) This offer is valid for 30 days from submission of this offer.
- 13) Accommodation for our staff and labors shall be provided to us at free of cost.
- 14) If the piling equipment is idle for no fault of us, an idle charge OMR 90/- per hour per equipment and per crew shall be charged.
- 15) Storage area, office area etc. shall be provided to us at free of cost.
- 16) The length of piles in billing is considered from Piling Platform level. If the length of Piles or Total RMT of piling, or no of pile, the cost shall be paid on Prorate as per the BOQ Price.
- 17) Electricity, area lighting and water shall be provided free of cost to us.
- 18) If a clear access of 5m is not provided for removal of sheet pile, the cost of permanent sheet piles @ ~~Rs 400/-~~ per pile shall be paid.
- 19) The sheet will be kept in place for 6 months for civil work at free of cost. There after OMR 3.000 shall be paid extra by main contractor for per sheet pile per day as a hire charge.
- 20) Mobilization period Minimum 15 Days from the date of Confirmed work order or release of advance payment or approval of design documents whichever is later.
- 21) Guide shall be done by main contractor as per our free supplied drawing.
- 22) If any variation is there, the variation shall be approved within three days from the date of notification. Our invoice is based on signed daily pile bored recorded sheet. If the pile bored record sheet is not signed by your representative the next day the work will be stopped and the idle charges shall be paid to us.

Payment Terms & Conditions:

- 1) An advance payment of ~~10%~~ ^{25%} of contract amount shall be released along with work order.
- 2) Payment application will be raised ~~fortnightly~~ ^{monthly} and payment shall be made in ~~90~~ ⁹⁰ days from the date of invoicing. Final payment certificate shall be issued within ~~7~~ ⁹⁰ days from the date of submission of Final invoice along with the final payment PDC for ~~15~~ ⁹⁰ days. If any delay in payment, interest shall be paid @ ~~2%~~ ^{9%} per ~~month~~ ^{Year} from the due date till the payment release date. If vat or any other taxes are applicable then that shall be paid to us separately.
- 3) No Retention.

FORCE MAJEURE: If by reason of war, hostilities, strikes, lock outs, embargoes, beyond rise of controllable temperature or any act of God, the fulfillment of this contract becomes impossible, the contract shall be terminated with payments settlement agreed mutually or through a mutually appointed arbitrator within a month of notification



Piling, Shoring & Dewatering Contractor: Technibuild Contracting LLC – Piling shoring and Dewatering offer

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(Rev-5)

| Ref | Item Description | QTY | Unit | Rate | Total Amount (OMR) |
|-----|--|-----|------|------|---|
| A | <p>SETIING OUT</p> <p>Set out the piles, including establishment of benchmarks and all related activities, as per detailed drawings and to approval of engineer.</p> <p>PILING WORKS</p> <p>Note:</p> <p>1. The tenderers shall observe/survey the the works area before pricing this section. The site visit shall .be prior arranged in coordination with the engineer</p> <p>2. The Contractor is required to price for installing piles to the necessary depths to achieve required working load capacity subject to appropriate tests and the approval</p> <p>Bored concrete secant piles, all in accordance with the performance specification to depths mentioned in the structural, drawing No. ST-02 based on the soil investigation report and the actual site condition.</p> <p>Pile Driving Platform</p> <p>B</p> <p>Allow for all necessary work required forming pile driving platform. Allow for using imported fill material according to site condition, to achieve a stable platform for movement & operation of piling machines. Include for removal & disposal of excess .earth from the pile platform. Any disturbance to the beach to be reinstated on completion of the works.</p> <p>Mobilization</p> <p>C</p> <p>Allow for mobilization of all plant and equipment.</p> <p>To Collection</p> | 1 | Item | | Excluded. It shall be done by main contractor |
| | | | Item | | Excluded. it shall be done by main contractor |
| | | 1 | Item | | 10,000.000 |
| | | | | | 10,000.000 |
| | | | | | |



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| Ref | Item Description | QTY | Unit | Rate | Total Amount (OMR) |
|-----|--|-----|------|-------------|--------------------|
| | PILING WORKS <u>Drilling works for bored cast-in place concrete secant pile foundations including all necessary excavation to designed depths, remove excavated material from site by providing suitable tip etc. all as specified and as directed by engineer. The pile shall be casted Up to the pile platform</u> | | | | |
| A | Primary (Female) Piles, 700mm diameter. Depth shall be designed to take the soil, retaining wall, and the sea waves size and load. Approximate depth may be 11m. | 279 | No | 385.000 | 107,415.000 |
| B | Secondary (Male) Piles, 700mm diameter. Depth shall be designed to take the soil, retaining wall, and the sea waves size and load. Approximate depth may be 11m. | 279 | No | 440.000 | 122,760.000 |
| C | Allow for all necessary earth work supports. (By Sheet Pile Shoring Work) if required as per the site condition . The Shoring length is 250-300 meter as per the drawing | 1 | Item | 111,727.000 | 111,727.000 |
| D | Allow for keeping excavation free from underground, surface and/or running water from whatever source.(Installation Cost+ 3 month maintenance charge) . The wall length is considered complete 250 Meter | | Item | 40,000.000 | 40,000.000 |
| E | Reinforcement Designed, grade 316L stainless steel reinforcement cage to suit the full length of 700mm diameter pile, comprising 7 nos. x 25mm dia. main bars extending 1000mm above cut off level, with 10mm dia. spiral links with pitch 150mm, and S/S spacers (3 sets, min.); all to suite design, for Secondary (Male) Piles. <u>Plain poured ordinary portland cement concrete - grade 50, with approved organic corrosion inhibiting admixture; all as Specified.</u> | 279 | No | 25.000 | 6,975.000 |
| F | 700 mm diameter Pile foundations; to designed depth (approximate depth may be 11m), poured up to 700 mm above the pile cut off level, for Primary (Female) Piles. <u>Reinforced poured ordinary portland cement concrete -grade 50, with approved organic corrosion inhibiting admixture, all as specified.</u> | 279 | No | 25.000 | 6,975.000 |
| G | 700mm diameter Pile foundations; to designed depth (approximate depth may be 11m), poured up to 700 mm above the pile cut off level, for Secondary (Male) Piles. | 279 | No | 25.000 | 6,975.000 |
| | To Collection | | | | 402,827.000 |

Option - 1



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| Ref | Item Description | QTY | Unit | Rate | Total Amount (OMR) |
|-----|--|-----|------|-----------|--------------------|
| | PILING WOR KS....(CONT'D.) <u>Allow for 12 providing de-bonding sleeves for the reinforcement at pile cut-off level in order to ease trimming the excess concrete carried out above the cut-off level.</u> | | | | |
| A | For 700mm diameter Secondary (Male) Piles. | 279 | No | 10.000 | 2790.000 |
| | <u>Sundries</u> | | | | |
| B | Allow for providing 125nos. storm water drainage pipes (150mm dia. uPVC) penetrations through the seawall. | | Item | | Excluded |
| C | Allow for moving piling rig to each pile location, for 279 nos Primary Piles & 279 nos. Secondary Piles. | 1 | Item | 5,520.00 | 5,520.000 |
| D | Allow for maintaining piling plant & equipment on site. | 1 | Item | 3,500.00 | 3,500.000 |
| E | Allow for disposal of waste water, soil/silt etc. generated by piling works | 1 | Item | 14,482.00 | 14,482.000 |
| F | Allow for demobilizing piling plant & equipment from site upon completion of work | 1 | Item | 10,000.00 | 10,000.000 |
| | <u>Pile testing</u> | | | | |
| | <u>Testing of piles, including provision of all required plant & equipment, mobilization & demobilization, recording the results, preparation of test reports etc. all as specified and as directed by engineer.</u> | | | | |
| G | Compression load test on 700mm diameter working piles, as specified. | | | | Not Applicable |
| H | Allow for Integrity testing for all working piles, as specified. | 1 | Item | 1,674.00 | 1,674.000 |
| | To Collection | | | | 37,966.000 |



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| Ref | Item Description | QTY | Unit | Rate | Total Amount (OMR) |
|-----|--|-----|------|----------|--------------------|
| | PILING WORKS; ...(CONT'D.) Pile testing...(Cont'd) <u>Testing of Piles, including Provision of all required Plant & equipment...(Cont'd.)</u> | | | | |
| A | Allow for redundant test pile for compression load. Allow for 1 No.500 mm diameter pile cast as per the approved design. Carryout load test on the pile to 3 times the design load capacity; Include for all necessary boring, removal of excavated material, concrete, reinforcement all as specified and in accordance with the Engineer's Instructions. | 1 | Item | 4,000.00 | 4,000.00 |
| | <u>Pile head cutting</u> <u>Careful cutting of pile head up to 700 mm using high frequency & low impact hammer and dispose the debris at contractors expenses.</u> | | | | |
| B | For 700 mm diameter Primary (Female) Piles, without reinforcement . | 279 | No | 15.00 | 4,185.000 |
| C | For 700 mm diameter Secondary (Male) Piles, with reinforcement . | 279 | No | 18.00 | 5,022.000 |
| | <u>Pile head protection</u> <u>Proprietary high strength cementations micro concrete, shrinkage compensated, as Master flow 960 T or approved equivalent, for re-profiling of pile, including formwork and sealing around the pile.</u> | | | | Excluded |
| D | Between scabbled pile head and pile cap, 50mm tk, to pile head and sides, for 700 mm diameter Primary (Female) Piles. | | | | Excluded |
| E | Between scabbled pile head and pile cap, 50mm tk, to pile head and sides, for 700 mm diameter Secondary (Male) Piles | | | | Excluded |
| | To Collection | | | | 13,207.000 |



(Rev-5)

| Ref | Item Description | QTY | Unit | Rate | Total Amount (OMR) |
|-----|--|-----|------|------|--------------------|
| | PILING WORKS(CONT'D.) <u>Special liquid waterproofing, 20mm tk, Compound Bituthene Lmor approved Equivalent</u> | | | | |
| A | Between scrubbed pile head and pile cap, 50mm tk, to pile head and sides, for 700 mm diameter Primary (Female) Piles. | | | | Excluded |
| B | Between scrubbed pile head and pile cap, 50mm tk, to pile head and sides, for 700 mm diameter Secondary (Male) Piles | | | | Excluded |
| | <u>Waterproofing by Ultrascale XP or equivalent, 75mm wide strip on pile head at perimeter.</u> | | | | |
| C | Between scrubbed pile head and pile cap, 50mm tk, to pile head and sides, for 700 mm diameter Primary (Female) Piles. | | | | Excluded |
| D | Between scrubbed pile head and pile cap, 50mm tk, to pile head and sides, for 700 mm diameter Secondary (Male) Piles | | | | Excluded |
| | To Collection : | | | | 0 |
| | | | | | |



| AL HUSN COMPLEX - RCA OFFICE PHASE I & II - SALALAH RECOSTRUCTION OF SEAWALL | | | BILL NO. PILING WORKS Date - 22.02.2020 | | |
|--|------------------|-----|---|------|--------------------|
| Ref | Item Description | QTY | Unit | Rate | Total Amount (OMR) |
| 4/1 | COLLECTION | | | | 10,000.000 |
| 4/2 | | | | | 402,827.000 |
| 4/3 | | | | | 37,966.000 |
| 4/4 | | | | | 13,207.000 |
| 4/5 | | | | | - |
| Total Amount in words - Rials Omani Four Hundred Sixty Four Thousand only | | | | | 464,000.000 |

Note -

Supply of grade 316L stainless reinforcement, Binding wire, S/S spacer, debonding sleeves and concrete along

- 1 with pump shall be supplied by Main Contractor free of cost to us at site. No deduction shall be made on account of wastage of steel and concrete from us.

In above BOQ.(Page no 2, item no - C), The price is considered for sheet pile shoring work for earth work support

- 2 The sheet pile will be left in place for the period of 6 months. Thereafter OMR 3.000 shall be paid extra by main contractor for per sheet pile per day as a hire charge.

In above BOQ.(Page no 2, item no - D), The price is for dewatering installation and 3 months free maintenance cost. The dewatering maintenance charge shall be OMR 225 per day for the complete full length of 250 Meter

- 3 wall .The dewatering maintenance charge shall be OMR 100 per day for every 100 meters length, if done intermittently and not all together at once.The diesel for dewatering maintenance work shall be supplied by main contractor at site at free of cost.

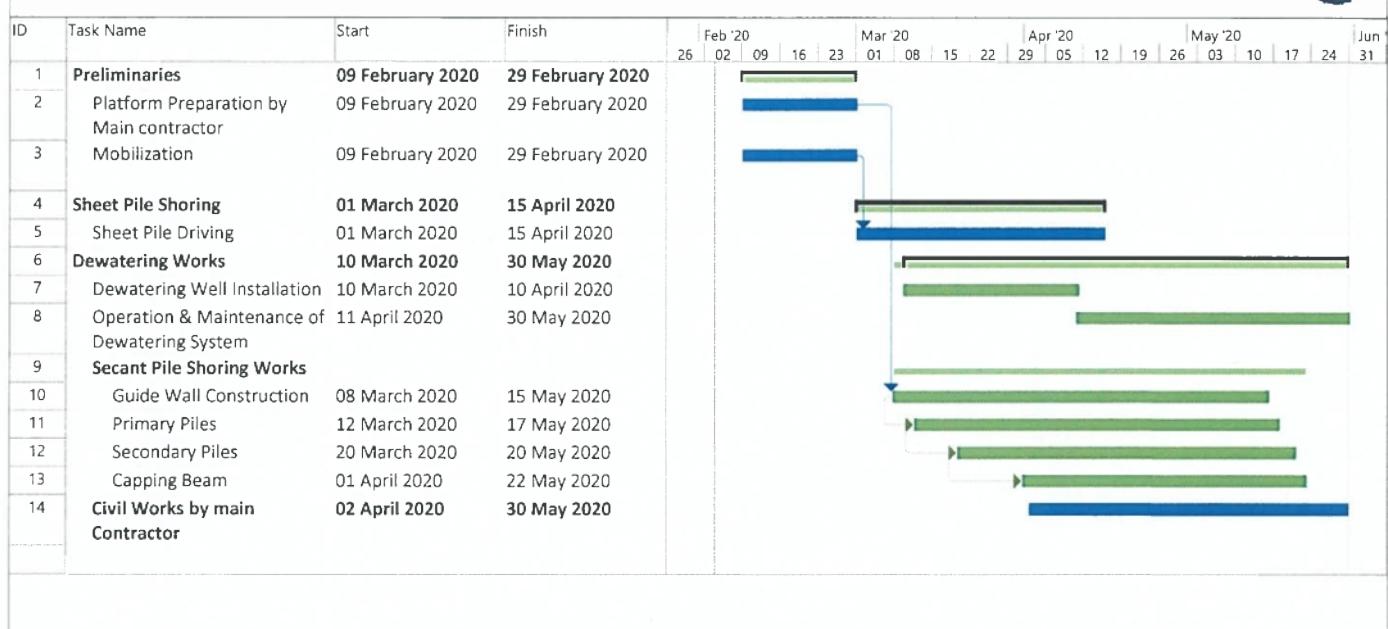


Reconstruction of Sea Wall at Al Husn Complex, RCA Phase 1 & 2, Salalah

Client: Royal Court Affairs

Main Contractor: Al Tajawab Trading & Contracting Company LLC

Enabling Contractor: Technibuild Contracting OMAN LLC



Note: 1. This schedule is tentative only, it shall be modified as per the client requirement.

2. In CFA method, Rocks shall be broken and disposed by main contractor in order to proceed the piling works by CFA method.

