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Contract Agreement

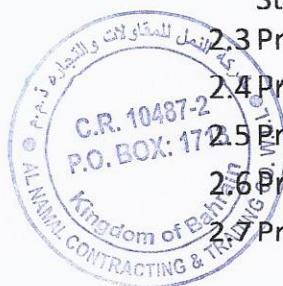
This agreement is made on the **19th day of June 2014** between **M/s. Al Namal Contracting and Trading Co. WLL**, whose registered office address is Post Box No: 1713, Manama, Kingdom of Bahrain (hereinafter called the **Employer or Main contractor**) on one part,

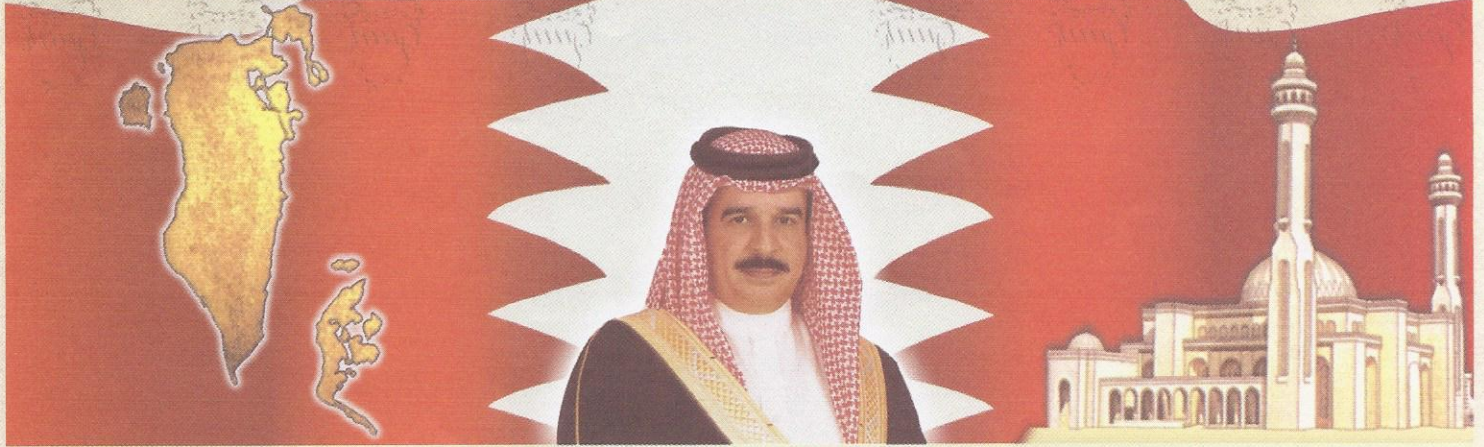
And

M/s. MK4-Al Salman Projects WLL, office address, Post Box No: 10902, Manama, Kingdom of Bahrain, CR No: 78000-1 (hereinafter called the **Post-Tensioning Contractor**) on the other part. Whereas the employer desirous to have the **Design, supply and Installation of Post-Tensioning** works to be executed for the proposed 19-Storey Hotel building at Juffair as per **Post-Tensioning** Contractors revised offer ref: MK4/ASP/PT/7072/14/05/-REV02

Now it is hereby agreed and declared as follows:

1. **Post-Tensioning Contractor** has agreed to perform the works as per his revised offer ref: MK4/ASP/PT/7072/14/05/-REV02 inclusive of Basis of offer & Bill of Quantities. Design of PT Slab which will be as per **BS 8110** and limiting Reinforced steel in all forms to a maximum of **55Kg / M³**. This contract is a re measurable contract.
2. **The Post-Tensioning Contractor Scope of Works shall be:**
 - 2.1 Provision of all supervision to install, stress, crop stressing lengths and Grout post tensioning tendons.
 - 2.2 Provision of all necessary method statements, risk assessments, Stressing records and other documents required by the consultants.
 - 2.3 Provision of supervision of complete PT works.
 - 2.4 Provision of supervision for installation of anti burst.
 - 2.5 Provision of supervision for making and testing of grout cubes.
 - 2.6 Provision of shop drawings and design calculations.
 - 2.7 Provision of PE endorsed as-built drawings.





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2.8 Provide all reports to stress and other relevant calculated reports pre and post work.

3. **Provision of materials and consumables.**

- i. Will provide these and any other if required PC strand, slab anchorage banana block & wedge, 20mm x 70mm or required galvanized flat duct, Bar chairs, Staples, Grout vents

4. **Provision of all equipment to execute the post tensioning works.**

Will provide these and any other if required 25 ton stressing jacks Hydraulic stressing pumps, Grout pumps, , Staple guns, Onion jacks. All and any other equipment specific for PT works.

5. **Health And Safety Personal Protection Equipment**

Provide all necessary **Personal Protection Equipment** for Post-tensioning Contractor's staff

Provision of insurance coverage for Post-tensioning Contractor's staff.

The **Post-Tensioning Contractor** is and will be fully liable to follow site safety requirement and adhere to safe working at site

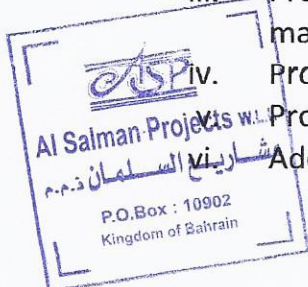
6. **Main Contractor shall at free of cost supply following facilities to MK4ASP:**

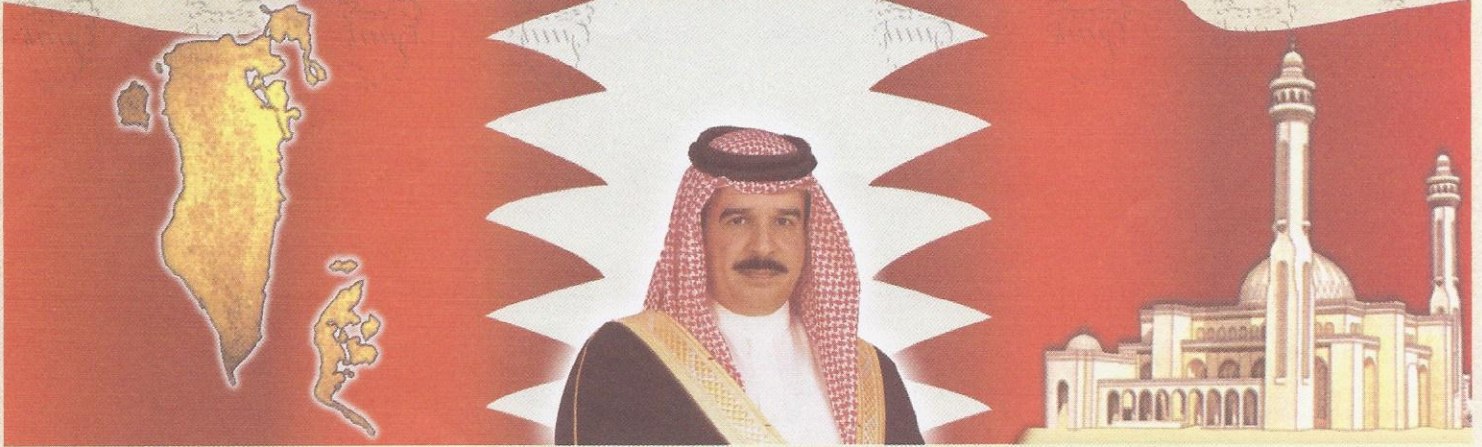
- i. Coordinate, lead and arrange for necessary meetings with other trades and to liaise with the supervising engineers for the commencement and continuous operation of our post-tensioning works.
- ii. Provision of adequate and suitable **labor** to install, stress and grout post-tensioning tendons including loading, unloading, and stacking of materials and equipment. c/w polystyrene block outs, Abrasive disc, Tie wire, Disc cutters. Etc.
- iii. Provision of labor for unloading of deliveries for material provided by main contractor.

iv. Provision of cement OPC, sikka inter plast CFG

Provision of fabricated anti-burst, but quantity calculated in **55Kg / M³**.

Adequate and suitable space for storage Space on site.





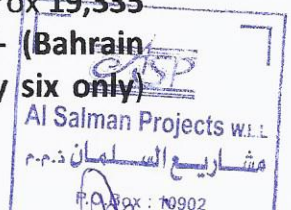
- vii. Adequate and suitable access, staging, platforms and safety barriers to carryout post-tensioning works including posting of warning signage during stressing.
- viii. Provide crange of materials and equipments to storage areas and working decks.
- ix. Provision of adequate power and clean water, chilled if necessary for grouting.
- x. Provide lighting for night work
- xi. Adequate protection for grout vents.
- xii. Provision of air compressor (125 cfm) for cleaning of ducts and during grouting works.
- xiii. Filling and finishing of pan openings and block outs.
- xiv. Provision of logistics within site for post tensioning materials.
- xv. Provision of Contractors All Risk and Third Party Insurance to cover post tensioning works.

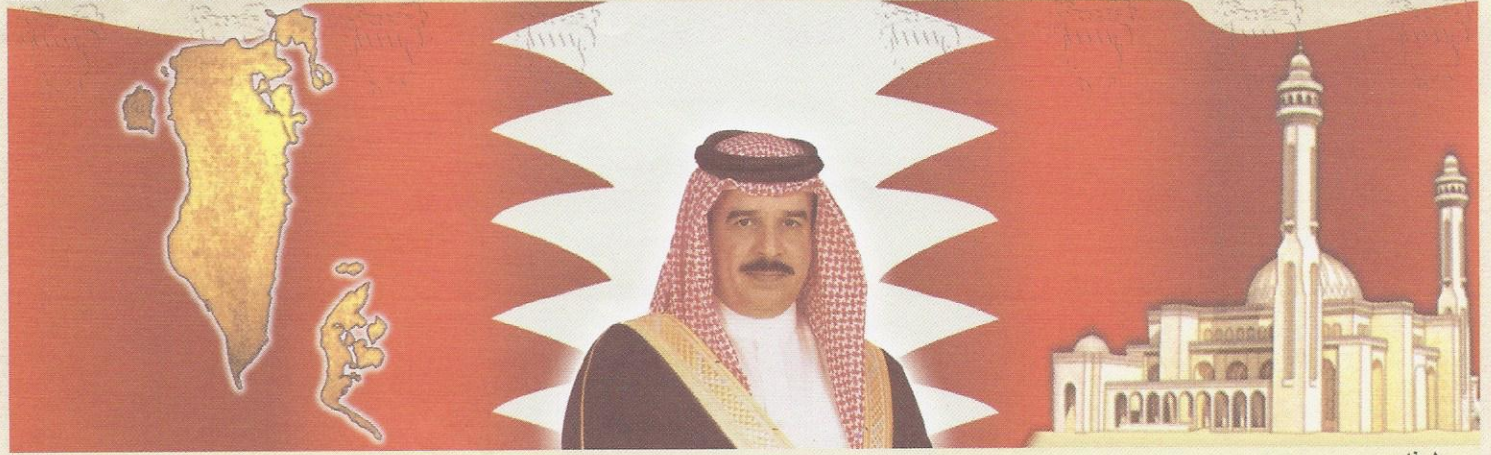
7. **Post-Tensioning contractor** shall submit all the relevant design calculations and drawings to the consultant approval before the start of works. Also provide an as built drawing at the end of project / work.

8. **Post-Tensioning contractor** shall mobilize on site within 10 days after signing of this contract agreement and complete PT works as per Main contractor programme. In the event of the works not being completed as mentioned above, the Post-Tensioning contractor will liable for payment to the main contractor as a liquidated damages BD 100/- per day and any other consequential Damages occurred to main Contractor.

9. Main contractor will pay to the Post-Tensioning contractor **BD 5.6/ Square Meter** Of completed and accepted slab area which has to be certified By the Site engineer and approved by the Project Manager.

The anticipated and assumed area at the time of this agreement is approx **19,335 Square Meter** which is rounded up to a total sum of **BD 108,276/- (Bahrain Dinars One Hundred And Eight Thousand and two hundred seventy six only)** hereinafter referred to as "the contract sum" for this scope of works.





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10. Payment Terms

Advance Payment to Work

A sum equivalent to **25%** of the contract value will be paid as an advance through a current dated cheque. Which will be deducted on a prorate basis thru monthly invoices.

Invoicing

Progress claims for work done shall be paid on monthly progress. interim payments certified with 15 days from the date of invoice submission and payment shall be paid to the contractor within 15 days from the date of certification.

11. Retention 5% of the contract sum due. 2.5% shall be released upon completion of Works and balance 2.5% shall be due upon defects liability period of PT works.
12. Advance guarantee – an undated cheque equivalent to the value of advance claim to be submitted. This cheque will stand as a legal document guaranteeing the advance payment. Advance cheque to be returned to Al Salman Projects as soon as the advance payment is recovered.
Performance guarantee - a Professional indemnity insurance worth equivalent to the amount of contract sum to be provided by the contractor a copy of the General PI (worth 1 million USD) the site name and client Name to be reflected.

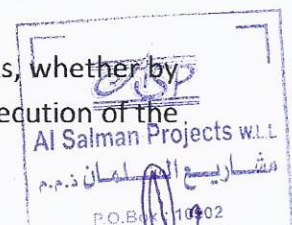
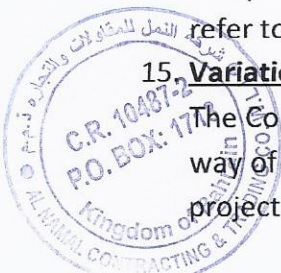
13. Commencement and Completion of Works:

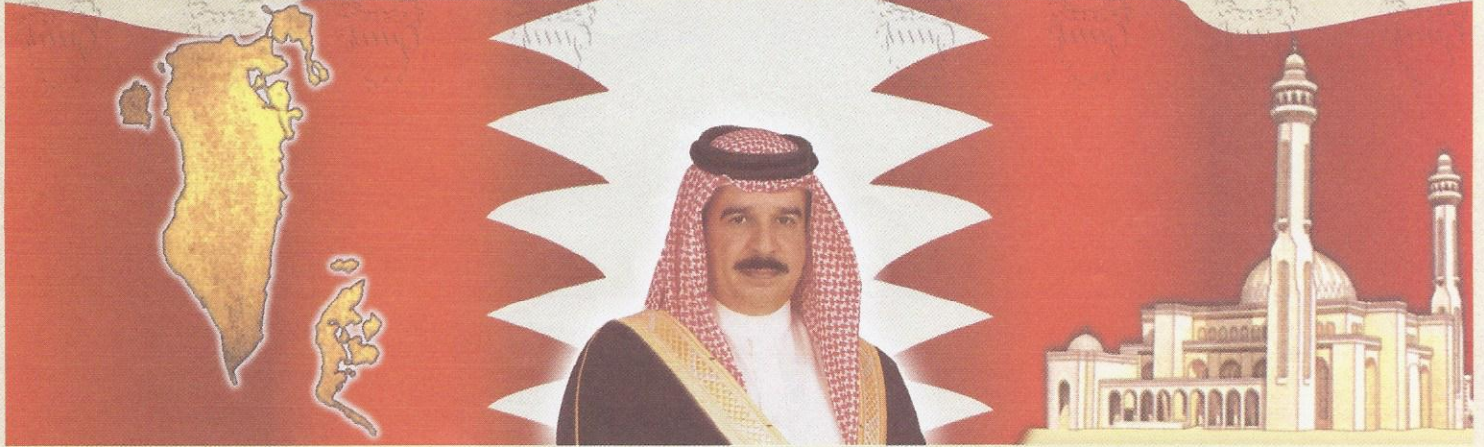
The date of commencement shall be 15th July 2014 and the Works shall be completed within the stipulated time and follow main contractor work requirement to complete this project approx completion time is **14 months**

14. The defects liability period shall be 12 months from the date of substantial completion and all reference to "maintenance" in the contract shall be deemed to refer to such period.

15. Variations:

The Contractor shall be bound by such variations of the contracts works, whether by way of addition, modification or omission as it may arise during the execution of the project or instructed in writing by the Main Contractor.





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16. **Warranties:** Guarantee on materials and workmanship against any defects for a period of Ten (10) years from the date of completion of Post Tension works.

17. In case of any dispute, between the Main contractor and the Post-Tensioning Contractor the matter shall be referred to Bahrain Chamber for dispute resolution and their verdict are binding on both the parties. In case of failure the case should be referred to the Court of Law in the Kingdom of Bahrain.

IN WITNESS whereof the Main contractor and the Post-Tensioning Contractor have signed hereunder the day and year first written above.

The Main Contractor : M/s. Al Namal Contracting and Trading Co. WLL

Name : _____

Signature : _____



Post-Tensioning Contractor: M/s. MK4-Al Salman Projects WLL

Name : _____

Signature : _____



Witness : _____

Name : _____

Signature : _____