

MOM for the Agreement in details

Sl. No.	ITEM	Issues of Discussion
1	Responsibility for accident during transportation, Storage and construction	1) The responsibility for all insurances is under Energypac as per the consortium agreement. Hence, if any kind of accident is caused from the manufacturer's port up to substation completion, all responsibilities are under Energypac. 2) If any damage caused which is in scope of Hyosung, Energypac will claim from Insurance company. Based on their independent evaluation, if it is found as transportation fault; upon receiving reimbursement from Insurance company; Energypac can pay for the damaged goods replacement cost. 3) If any damage caused during storage, construction and/or pre-commissioning for the goods which are provided by Hyosung, all costs must be paid by Energypac according to Hyosung's invoice. 4) The commercial contract document for the damaged goods submitted by manufacturer and cargo transporter will be shared by Hyosung
2	LD responsibility	1) If LD is raised due to the delay of equipment delivery excluding an accident during cargo transportation, the responsibility is under Hyosung. 2) The delay of supervision service of Hyosung Equipment is under Hyosung's responsibility but Energypac must be requested Hyosung for the supervision service at the minimum 1 month prior to the start of the work. 3) All responsibilities except No 1) & 2) will be under Energypac. 4) Although Hyosung deliver equipment on time as per Schedule and provide timely supervision based on PGCB Shut Down Schedule, if LD will be fined, Energypac must compensate for the loss to Hyosung with same currency. 5) Each Member shall be liable to pay any damage under the contract (including liquidated damages related to delays, performance or functional guarantees) to the extent that it is responsible for the circumstances giving rise to such damages or if such damages can be attributed to its Scope of Work. 6) In addition to paying damages under the Contract, the Responsible Member shall also be liable to the other Member for any additional cost which the other Member incur as a direct result of such circumstances.
3	Circulation for status of site hand over and	1) The status must be shared once it's updated and MOM must be made with signature from all parties.

	significant matters for project	2) Any kind of official letter which is submitted by Energypac or Hyosung toward to PGCB must be shared each consortium partners within 3 days for the purpose of reference. 3) If any kind of argument is happened due to the lack of sharing the letter, all responsibilities are under them who made a delay or lack of sharing letter.
4	Design for all substations including extension project	1) If any modification is required at site, the modification including the necessary goods is under as per original scope matrix. 2) The drawing for schematic diagram for extension project where new panel is not required needs to be done by Energypac but Hyosung will provide all relevant consumable materials like auxiliary relay.... As per the approval design. 3) When Hyosung will send design document or letter for PGCB approval, Energypac will submit the letter within 2 working days to PGCB. (Receipt copy should be shared with Hyosung) 4) Energypac need to share the status of design document or letter to Hyosung weekly, and if any requirement from PGCB, Hyosung will reply to it within 3 working days
5	Supervision service	1) The supervision service must be asked in advance at the minimum 1.5 month, in order to check the site condition by Hyosung and arrange the supervision service per each manufacturer accordingly. 2) Hyosung must submit the required document for pre-commissioning prior to the arrival of supervisor. 3) In case of supervision for Control, Protection & SAS, all LV cable termination works and cable continuous check, operation check and local interlock between panels must be completed prior to the arrival of supervisor. Otherwise, the extra cost due to the delay of supervision service must be paid by Energypac. In addition, relay setting calculation must be approved prior to start the pre-commissioning at site. 4) The arrangement of visa recommendation letter / any kind of permit / meals / local transportation for supervisor will be in charge of Energypac. 5) Please refer to No.13, SV service duration confirmed each parties per each substation and if supervision will be over than this duration, Energypac need to pay the additional cost as per the rate of daily basis. 6) Energypac shall inform the status of test & commissioning to Hyosung every day, and if any issue at site, Energypac shall inform it to Hyosung within next day. 7) Hyosung will not dispatch Protection engineer for the purpose of test & commissioning of tele-protection and the secondary injection must be done by Energypac for it.

6	Submission for manufacturer list per each equipment mentioned on NOA	1) The selected list of equipment including manufacturer & country of origin need to be submitted by the end of November as per the NOA and get the approval from PGCB to avoid any interruption by PGCB later. 2) In case of DFDR, Hyosung have selected SIEMENS/Germany so that we can provide with CRP & SAS from same manufacturer. Please include this in the Submission for manufacturer list.
7	Supply schedule	1) The supply schedule must be confirmed each other. Please refer to our proposal schedule and confirm. 2) The supply schedule needs to be considered for the delay due to the unexpected defects and accidents of goods during site work. 3) Any delay will be happened as per confirmed schedule, company with delay's responsibility will compensate for the loss of other company.
8	HV & MV Cable length	1) Bonding Cable shall be provided by Energypac as per the agreement.
9	SCADA-RTU	As we mutually agreed at the bidding stage, Energypac is responsible party for SCADA-RTU which is under the sub-item for NLDC subject. Hyosung will consider Gateway with new SAS instead of RTU against Energypac to reduce the total project cost in case of new substation. For extension substation, Energypac shall supply RTU including transducers as part of NLDC.
10	FO Cable and LV Cable	1) Energypac shall review the scope of FO cable and LV Cable with CRP & SAS manufacturer. 2) FO cable for telecom shall be provided by Energypac 3) FO cable between CRP and Telecom shall be provided by Energypac. 4) Energypac shall supply all kind of accessories like PVC, cable gland whatever need... for protection of FO cables etc.
11	HV CSE & MV TK	1) Energypac shall supply Steel structure, Bonding Cable, Grounding cable, Hardware, etc. as we mutually agreed at the bidding stage.
12	Site work	1) Energypac shall prepare to get approval of MPR. 2) Energypac shall prepare for all documents related with site work including Monthly Report. 3) MPR shall be shared with Hyosung prior to submission to PGCB.

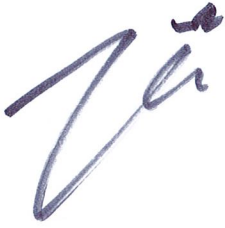
14	SV duration	<PK3 >		
		Substation	Equipment	Duration
		Shahjibazar SS	GIS SV	35 Days
			Control Protection SV	20 Days
			SAS SV	30 Days
			DFDR SV	5 Days
			Cable Seal End SV	90 Days
		Sylhet SS	GIS SV	35 Days
			Control Protection SV	20 Days
			SAS SV	30 Days
			Cable Seal End SV	90 Days
		Sathkhira SS	Control Protection SV	1 Days
		Bhandaria SS	Control Protection SV	2 Days
			Cable Seal End SV	15 Days
15	SV duration	<PK4.1 >		
		Substation	Equipment	Duration
		Nabinagar SS	GIS SV	15 Days
			Control Protection SV	15 Days
			SAS SV	20 Days
		Dhamrai SS	GIS SV	15 Days
			Control Protection SV	5 Days
			SAS SV	10 Days
		Bagherhat SS	GIS SV	25 Days
			Control Protection SV	15 Days
			SAS SV	25 Days
			Cable Seal End SV	70 Days
		Bhulta SS	GIS SV	20 Days
			Control Protection SV	15 Days
			SAS SV	25 Days
			Cable Seal End SV	70 Days
		Daudkandi SS	Control Protection SV	5 Days
		Gazaria SS	Control Protection SV	20 Days
			SAS SV	15 Days
		Total M/D is fixed but it can be adjustable between substations.		

13	Bonds	In case of encashment of project bonds by Employer, Defaulter Party will pay the amount and will indemnify other party. In case of the responsibility of both parties for encashment, each party will pay based on their liability (Schedule 1 and appendixes)
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16	FOB Schedule Per each Equipment	<PK3 >		
		Substation	Equipment	FOB Schedule
		Shahjibazar SS	GIS	December. 2021
			Control Protection	February. 2022
			SAS	February. 2022
			DFDR	February. 2022
			HV Cable	February. 2022
			Cable Seal End	February. 2022
		Sylhet SS	GIS	December. 2021
			Control Protection	February. 2022
			SAS	February. 2022
			HV Cable	February. 2022
			Cable Seal End	February. 2022
		Sathkhira SS	Control Protection	February. 2022
		Bhandaria SS	Control Protection	February. 2022
			HV Cable	February. 2022
			Cable Seal End	February. 2022
17	FOB Schedule Per each Equipment	<PK4.1 >		
		Substation	Equipment	FOB Schedule
		Nabinagar SS	GIS	December. 2021
			Control Protection	February. 2022
			SAS	February. 2022
		Dhamrai SS	GIS	December. 2021
			Control Protection	February. 2022
			SAS	February. 2022
		Bagerhat SS	GIS	December. 2021
			Control Protection	February. 2022
			SAS	February. 2022
			HV Cable	February. 2022
			Cable Seal End	February. 2022
		Bhulta SS	GIS	December. 2021
			Control Protection	February. 2022
			SAS	February. 2022
			HV Cable	February. 2022
			Cable Seal End	February. 2022
		Daudkandi SS	Control Protection	February. 2022
		Gazaria SS	Control Protection	February. 2022
			SAS	February. 2022

For and on behalf of
Hyosung Heavy Industries Corporation



Name: Bin Lee
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Date: 08th December, 2020

For and on behalf of
Energypac Engineering Ltd.



Name: Rabiul Alam
Title: Director & CEO
Date: 08th December, 2020

