



Completion Certificate

Name of RHD Office : Noakhali, (Division Office)

Name of Contractor : OYSTER-MTE (JV)

Name of Contract : Construction of RCC Rigid Pavement at 33rd(P) & 34th(P) Km and Road Median Barrier of Feni-Noakhali National Highway (N-104) under Noakhali Road Division during the year 2015-2016.

Contract Number : e-GP/PMP/Road/ACE/Comilla/DBSW/2015-2016/15

Name of Project : 4936 - 31 - PMP Roads (GOB)

Budget Head : Revenue

Value of Contract : Tk.108,641,355.02(ten crore eighty-six lac forty-one thousand three hundred fifty-five taka and two paise only)

Value of Work Done : TK. 108,641,354.18 (ten crore eighty-six lac forty-one thousand three hundred fifty-four taka and eighteen paise only)

Commencement Date : 15 February 2016

Planned Completion Date : 14 August 2016

Actual Completion Date : 13 August 2016

Certified that the Contractor has completed execution of the works of the contract as mentioned in this Certificate, based on the final measurement recorded in CMS on 13 August, 2016.

Signature of Engineer : _____

Name of Engineer : _____

Designation of Engineer : _____

Date of Signature : _____

Seal of the Office : _____

Signature of Contractor : _____

(মোহাম্মদ জাহেদ হোসেন)

পরিচিতি নং-৬৩১৯৬২

নির্বাহী প্রকৌশলী, সওজ

সড়ক বিভাগ, নোয়াখালী।

Signed

AAH

কাজী আব্দুল আল-মামুন
মোহাম্মদ
সড়ক পরিবহন ও মহাসড়ক বিভাগ
সড়ক পরিবহন ও সেতু মন্ত্রণালয়
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

Memo No. C-503/1910

Dated: 24.08.16

Work Completion Certificate

Name of Work:- PMP Works for Construction of RCC Rigid Pavement at 33rd km (p) & 34th km (p) and Road Median Barrier of Feni-Noakhali National Highway (N-104) under Noakhali Road Division during the Year 2015-2016.

1. Contract Package No. : e-GP/PMP /Road/ACE/Comilla/DBSW/2015-2016/15
2. Name of Road Division : Noakhali Road Division
3. Name of Contactor : OYSTER-MTE (JV),
OYSTER = 51% & MTE = 49%
House No. 28, Road No. 10,
Sector-11 Uttara Model Town, Dhaka
4. Contract Amount : 10,86,41,355.02
5. 05 & Final IPC Amount : 10,86,41,354.18
6. Date of Commencement : 15.02.2016
7. Date of Completion : 14.08.2016
8. Actual Date of Completion : 13.08.2016

This is to certify that OYSTER-MTE (JV) has been completed satisfactorily in all respects in accordance with drawing, design, specifications, terms and condition of above mention contract.

The work consists of the following major items.

Item Code	Item Description	Contract Quantity	Work done Quantity
02/02/01	Roadway Excavation in Unsuitable Soil	75.17 Cum	75.165 Cum
02/02/03	Roadway Excavation in Existing Pavement (not reinforced concrete)	1300.03 Cum	1300.03 Cum
02/07/01	Preparation of Sub-grade 300 mm Depth	13000.32 Sqm	13000.320 Sqm
03/01/01	Scarify, Mix and Re compact Existing Pavement and/or Shoulder	298.01 Sqm	298.01 Sqm
03/03/01	Aggregate Base Type I	44.70 Cum	44.70 Cum
03/06/01b	Bituminous Prime Coat (hand placed)	298.01 Sqm	298.01 Sqm
03/10/02b	Dense Bituminous Surfacing - Wearing Course (Plant Method)	14.90 Cum	14.90 Cum
05/01/02b	Concrete class-20 (Foundation), Produced by concrete batching plant	386.46 Cum	386.46 Cum
05/02/02	High Yield Reinforcement Bars	138.756 Tonne	138.756 Tonne
05/01/02 b	Dry Lean Concrete 100 mm thick (Concrete Class-20), Produced by concrete batching plant	1,300.03 Cum	1,300.03 Cum
05/01/02 I	250mm thick Pavement quality Concrete (PQC) (Concrete Class-35), Produced by concrete batching plant	3,250.08 Cum	3,250.08 Cum
Special Item-01 (PWD)	32 mm Dia End Cap (Dowel Bar Cap)	1,248.00 Nos.	1,248.00 Nos.
Special Item-02 (PWD)	Supplying and laying of single layer polythene sheet weighing one kilogram per 6.5 square meter in floor or any where below cement concrete complete in all respect and accepted by the Engineer.	13,000.32 Sqm	13,000.32 Sqm
Special Item-03	Filler Materials for construction Joint, Longitudinal Joint & Expansion Joint	2.24 Meter	2.24 Meter

(Mohammad Javed Hossain)
ID No. 601962
Executive Engineer (C.C.),
Road Division, Noakhali

Signed

AAM

কাজী আব্দুল আল-মামুন
মোহাম্মাদ
পবিত্রতা ও মর্যাদার বিভাগ
সড়ক পরিবহন ও সেতু মন্ত্রণালয়
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

REGD. NO. 06 DATE 30-11-15

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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একশত টাকা

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**JOINT VENTURE AGREEMENT (JVA)
OF
OYSTER-MTE (JV)**

THIS INSTRUMENT OF JOINT VENTURE AGREEMENT OF OYSTER-MTE (JV) is hereby made, executed and entered into here at Dhaka on this 30th day of November of the year Two Thousand & Fifteen of the Christian Era.

=: BETWEEN: =

S.M. Munir Hossain, sole Proprietor of Oyster Trading and Builders, a proprietorship concern having its Office located at House No. 28, Road No- 10, Sector- II, Uttara Model Town, Dhaka-1230, Bangladesh (hereinafter called "OYSTER") which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and assigns.

PARTY OF THE FIRST PART.

=: AND: =

Md. Azadur Rahman, Proprietor of M/S. Turna Enterprise, a proprietorship concern having its Office located at House No. 77 (6th floor), Flat No.6/B, Road No- 4, Block- B, Niketon, Gulshan-1, Dhaka- 1212, and Branch office at: - Sayadhangora, P.S & District Sirajgonj, Bangladesh (hereinafter called "MTE") which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and assigns.

PARTY OF THE SECOND PART.

Both the parties herein together are hereinafter referred to as "The Parties".

WHEREAS both the parties herein are desirous of entering into a Joint Venture Agreement for the purpose of participation in the invitation for Tender Document For Invitation for Tender/Proposal Package e-GP/PMP/Road/ACE/Comilla/DBSW/2015-2016/15; Invitation Reference No. 2740 Date: 23/11/2015 Name of work: Construction of RCC Rigid Pavement at 33rd (p) & 34th (p) km and Road Median Barrier of Feni-Noakhali National Highway (N-104) under Noakhali Road Division during the year 2015-2016; Tender ID No: 37900.

Contd—P/2

স্বাক্ষরিত

(Signature)
২৯/১১/১৫
(মোঃ আবদুল ফকর ইসলাম প্রাঃ
উপ-বিভাগীয় প্রকৌশলী (অঃসঃ), বও
সড়ক উপ-বিভাগ-২, সিরাজগঞ্জ।

Signed
AAM

কাজী আবদুল আল-মামুন
মোঃ আমান
সড়ক পরিবহন ও সেতু মন্ত্রণালয়
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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NOW THEREFORE THIS JOINT VENTURE AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

NAME & STYLE

ADDRESS

OBJECTIVE

EFFECTIVE TIME

PARTNER-IN-CHARGE

MANAGEMENT OF CONTRACT

1. That a Joint Venture is formed herein by the said (i) Oyster Trading and Builders & M/S. Turna Enterprise to be carried on under the name and style or "OYSTER-MTE Joint Venture" (hereinafter called "Joint Venture");
2. That the principal place of the office of The Joint Venture OYSTER-MTE (JV) shall be at House No-28, Road No-10, Sector- 11, Uttara Model Town, Dhaka-1230, Bangladesh & another office at Sayadhangora, Sirajgonj, P.S. & District- Sirajgonj, Bangladesh;
3. That this Joint venture is formed with the object of submitting application for submit bid/for the work & if the same is accepted, to carry out & complete it & conclude the contract as such;
4. That the Joint Venture is effective from the date of its execution here of and will remain in force and binding upon the parties if the work is awarded till completion of the same & concluding the contract as such. If the said Joint Venture thus formed is qualified, neither party shall be entitled to withdraw from the Joint Venture till the completion of the project under execution and/ or the financial matters are closed;
5. That Oyster Trading and Builders, shall be the leading party of the Joint Venture and shall represent the Joint Venture in the performed of the agreement. Oyster Trading and Builders, is hereby authorized to act on behalf of any or all parties of the Joint Venture, to enter into a contract on them behalf and to incur liabilities and receive instruction on behalf of the Joint Venture;
6. That the purpose of smooth functioning running of day-to-day affairs of the Joint Venture and to ensure successful attainment of the works. The Joint Venture shall be managed by Oyster Trading and Builders. S.M. Munir Hossain Sole Proprietor, of the aforesaid Oyster Trading and Builders, or their duly authorized representative is hereby empowered for the project after under going all the required formalities make necessary correspondence, negotiate the rate or any concerning matter/ matters with the concerned authority/ authorities

মতামতি

মোঃ আবদুল হক
উপ-বিভাগীয় কর্মকর্তা (অর্থ)
সড়ক উপ-বিভাগ-২, সিরাজগঞ্জ

Signed
AAM

কাজী আবদুল আল-মামুন
মোঃ আমান
সড়ক পরিবহন ও সেতু মন্ত্রণালয়
পল্লীকল্যাণী বাংলাদেশ সরকার

JOINT AND
SEVERAL
LIABILITY

7. That both the partners of the joint venture hereby undertake to be legally liable, jointly & severally, during the bidding process and for the execution of the contract in accordance with the contract terms and a statement to this effect has been included in the authorization which has been made & executed in the form of a power of attorney as stated vide clause 5 supra;

CONTRIBUTION
OF CAPITAL
SHARING OF
PROFIT
BEARING OF
LOSS

8. That each party shall contribute to the fund/capital and share the profit and/ or loss in the proportion/ratio Oyster= 51%: MTE= 49% as mutually agreed upon. They also specify the financial commitment in terms of the percentage of the value of the contract at Oyster= 51%: MTE= 49% which they take with respect to responsibilities for execution of the contract. Necessary approval as may be required in respect of participation of Oyster & that of MTE in the Joint Venture has been taken;

CO-OPERATION
BETWEEN THE
PARTNERS

9. That the parties here to shall co-operate exclusively throughout the entire period of agreement exclusively. No party shall submit separate Bid/ Tender Document to the client in its sole name or jointly with anybody else for the contract/work in which this Joint Venture is participating;

AUTHORIZED
REPRESENTATIVE

10. That S.M. Munir Hossain, Sole Proprietor of Oyster Trading and Builders, & Md. Azadur Rahman, Sole Proprietor of M/s. Turna Enterprise And/or their duly authorized representatives are hereby authorized to sign and submit Bid/ Tender Document under his signature and to make necessary correspondences with the client;

SAFEGUAR
DING THE
INTEREST
OF THE JV

11. That none of the parties shall do any act of omission or commission of whatsoever nature, which may adversely effect the functioning of Joint Venture and/ or parties thereto. The parties shall take all possible steps to safeguard the interest of the Joint Venture;

NON
ASSIGNABLE

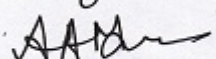
12. That neither party shall sell, assign, encumber, pledge or otherwise deal with its interest in the Joint Venture without first obtaining the written consent of the other party hereto and the client and such sale, assignment, transfer, encumbrance, pledge or other dealing without the prior written consent of the other party and client shall be null and void;

প্রত্যয়িত



(মোঃ আবদুল ইসলাম
উপ-বিজ্ঞান প্রকৌশলী (মহলা
সকল উপ-বিভাগ-২, সিলেট)

Signed



কাজী আবদুল আল-মামুন
মোঃ আমান
পতন পরিচালক ও মহাপ্রকল্প পরিচালক
সকল পরিচালক ও পৌর মহাপ্রকল্প
পরিচালক (সকল উপ-বিভাগ-২, সিলেট)

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COST &
EXPENSES

13. That all costs and expenses, whatsoever, incurred in connection with the preparation and submission of the Joint Venture tenders up to and including the date of the award of the contract shall be borne by each party incurring the same and shall not be a charge against or subject to reimbursement by, the Joint Venture;

AUTHORITY
TO SIGN
AGREEMENT

14. That the parties executing the said Joint Venture are empowered by their respective legal authority;

UN RESIST
ABLE EVENT

15. That in any time, during the continuance of this agreement, if the performance in whole or in part by the parties concerned of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, not limited to the establishments of the parties to this agreement hereto and/or acts of God, provided notice of happenings of any such event is given by the party, claiming the concession to the others within one month from the date of occurrence there of none of the parties shall be by reason of such happenings be entitled to terminate this agreement and shall not be entitled to claim damages against the other in respect of non-performance or delay in performance;

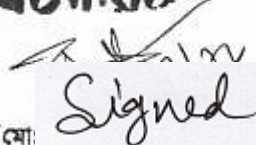
ARBITRATION

16. That except as herein before provided, any dispute arising out of this Agreement, the same shall be referred to the arbitration of the sole arbitrator to be appointed by the parties to the dispute, in accordance with the provision of the law of arbitration Act. I of 2001;

BANK JOINT
ACCOUNT

17. That any Bank account under the name & style "OYSTER-MTE (JV) shall be opened with any scheduled Bank of Bangladesh with its address at House No. 28, Road No- 10, Sector- 11, Uttara Model Town, Dhaka- 1230 & other office at:- Sayadhangora, P.S & District- Sirajgonj / Bangladesh be operated jointly as such by S.M Munir Hossain sole Proprietor of Oyster Trading and Builders & Md. Azadur Rahman sole Proprietor of M/S. Turna Enterprise.

Contd—P/5

কর্তৃত্ব
Signed
(মোঃ) 
উপ-নি
সহ
কাজী আবদুল আল-মামুন
মোঃমামুন
পতন পরিচালন ও মর্যাদা বিভাগ
সকল পরিচালন ও মোঃ মামুন
পাটনাকারী বাংলাদেশ সরকার

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IN WITNESS WHEREOF, the parties hereto have set their respective hands to this present at the place and on the date, month and year first above written.

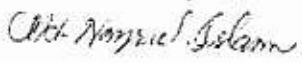
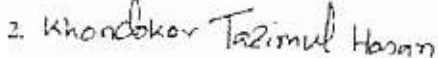
SIGNED AND DELIVERED for and on behalf of Oyster Trading and Builders by S.M. Munir Hossain being its Sole Proprietor;

SIGNED AND DELIVERED for and on behalf of M/S. Torus Enterprise by Md. Azadur Rahman being its Sole Proprietor;

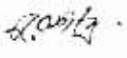
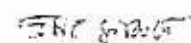
Signature: 
Name: S.M. Munir Hossain
Sole Proprietor.
Address: House No. 28, Road No-10, Sector-II, Uttara Model Town, Dhaka-1230, Bangladesh.

Signature: 
Name: Md. Azadur Rahman
Sole Proprietor.
Address: House No. 77 (6th floor), Flat No-6/B, Road No- 4, Block-B, Niketon, Gulshan-1, Dhaka- 1212, and Branch office at:- Sayadhangora, P.S & District Sirajgonj, Bangladesh.

WITNESSES to the party of the first part with description:


1.  Ullah Nazimul Islam
2.  Khondokar Tazimul Hasan

WITNESSES to the party of the second part with description:

1. 
2. 

This instrument is computerized & completed in 5 (Five) pages & attested by 4 (four) witnesses including its maker.

অত্যন্ত

 Signed

(মোঃ আশরাফ আল-মাহমুদ)
উপ-বিভাগীয় প্রকৌশলী
সড়ক উপ-বিভাগ

কাজী আব্দুল আল-মাহমুদ
মোঃ মাহমুদ
সড়ক পরিবহন ও মরসীম বিভাগ
সড়ক পরিবহন ও সেতু মন্ত্রণালয়
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার