



Completion Certificate

SLNO-43/16-17

Name of RHD Office : Feni, (Division Office)

Name of Contractor : DC-SA (JV)

Name of Contract : Construction of 94.31 M. long PC. Girder Bridge on Chota Feni River at 11th Km. (Gap No.11/2) of Baktermunshi-Kazirhat-Dagonbhuian Road (Z-1425) under Feni Road Division during the Year 2015-2016.

Contract Number : ADP/ACE/Comilla/2015-2016/07

Name of Project : Boktarmunshi-Kazirhat-Daganbhuiyan Road 11th k.m. choto river 94.31 meter PC Garder River Project. (0198-89067)

Budget Head : Development

Value of Contract : Tk.141,599,783.36(fourteen crore fifteen lac ninety-nine thousand seven hundred eighty-three taka and thirty-six paisa only)

Value of Work Done : TK. 141,599,234.11 (fourteen crore fifteen lac ninety-nine thousand two hundred thirty-four taka and eleven paisa only)

Commencement Date : 01 March 2016

Planned Completion Date : 09 September 2017

Actual Completion Date : 10 June 2017

Signature of Engineer :

Name of Engineer :

Designation of Engineer :

Date of Signature :

Seal of the Office :

Mohammed Masud Karim
ID No. 601918
Executive Engineer, RHD
Road Division, Feni.

(SHOAIB AHMED)
ID NO.-000423
Superintending Engineer, RHD (CC)
Road Divn. Northall.

(Md. Shamsuddin Khan)
ID No. 60601
Assistant Engineer, RHD
Comilla Zone, Comilla.

Signature of Contractor :

Signed
AAM

কাজী আব্দুল্লাহ আল-মামুন
স্বাক্ষরকারী
নব্বুত পরিদপন ও মহাসড়ক বিভাগ
নব্বুত পরিদপন ও সেতু মহাপালয়
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার



Government of the People's Republic of Bangladesh
Office of the Notary Public

NOTARY CERTIFICATE

Certificate No.

415/16



Date: 27 JAN 2016

To all whom these present shall come, I Md. Wahiduzzaman Notary Public of whole of Bangladesh duly appointed by the Government of the People's Republic of Bangladesh and practicing in Dhaka and by law authorized to administer, taking of oath, affidavit from any person, verify, authenticate, certify or attest an instrument, promissory note, Hundi or bill exchange for acceptance and to do all other functions enumerated in the Notaries rules of the country and do hereby certify and attest the annexed document duly signed and sworn in, the brief of which stated as under, "Do hereby certify and attest."

That the joint Venture
Agreement Executed between
Dawn Corporation (DC)
And
M/S Saleh Ahmed (SA)

In testimony whereof I have hereunto set my hand affix seal of the office this the 27 day of Jan Two thousand 16.

Signature & Seal
Notary Public)

Adv. Md. Wahiduzzaman
Notary Public
Whole of Bangladesh
Judge Court Dhaka, St: No-13/77
58/D/A, Mirpur Road, Dhaka
4th Floor, Vasta
Tel: 8000000000

Advocate & Notary Public for whole of whole of Bangladesh, Dhaka. Mobiles: 01711-143587
Res: 59/D/A, Mirpur Road, Dhaka-6-D, Darus-Us-Salam Apartment (6th floor), Mirpur, Dhaka-1216

Signed
AA
কাজী আব্দুল্লাহ আল-মাসুদ
স্বাক্ষরিত ও সত্যায়িত
স্বাক্ষরিত ও সত্যায়িত
স্বাক্ষরিত ও সত্যায়িত

27 JAN 2016

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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(Signatures)

JOINT VENTURE AGREEMENT

THIS AGREEMENT is made this 27th day of January 2016

BETWEEN:

Dawn Corporation (DC), a firm registered in Bangladesh and having a place of business at 10 North Mugdha (1st Floor) Dhaka-1214 of First Part.

AND

M/S. Saleh Ahmed (SA), a firm registered in Bangladesh and having a place of business at 194/1 Hoque Plaza, S.S.K. Road, Feni of Second Part.

WHEREAS :-

1. The Government of the Peoples Republic of Bangladesh Office of the Additional Chief Engineer, RHD, Sarak Bhaban, Comilla (Hereinafter referred to as "the employer") have invited Tender of Tender/Proposal Package No. ADP/ACE/Comilla2015-16/07 Work: Construction of 94.31 M. long PC. Girder Bridge on Chota Feni River at 11th Km. (Gap No.11/2) of Baktermunshi-Kazirhat-Dagonbhuian Road (Z-1425) under Feni Road Division during the Year 2015-2016. (Tender ID No.- 43336).
2. The Parties hereto agreed to set up a joint venture (hereinafter referred to as "the JV") for the purpose of submitting the tender.
3. The Parties hereto hereby agree to enter to this Agreement for the purpose of regulating their relationship rights and obligations vis-a-vis each other in the Tender for the project and for the subsequent execution of the project or any part thereof that may be awarded by the Employer to the JV.

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Signed
A.A.A.
কাজী আব্দুল্লাহ আল-মামুন
স্বাক্ষরিত ও সত্যায়িত
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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[Signature]

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NOW THIS AGREEMENT WITNESSTH AS FOLLOWS :-

1. PURPOSE

- 1.1 The parties hereto agree to co-operate and form the— **Dawn Corporation & M/S. Saleh Ahmed** in order to jointly prepare and submit to the Employer Tender and all work.
- 1.2 The purpose of this Agreement is to govern the relationship between the parties hereto and to spell out the roles played by each party in relation to the tender for the project and for the subsequent execution of the project or any part thereof that may be awarded by the Employer to the JV.

2. EXCLUSIVITY

The parties hereto shall not individually or jointly with any other third party participate in the submission of the tender, for the project nor divulge any information constituting or leading to the tender.

For the purpose of this clause the words "Parties hereto" shall include employees agents, servants subsidiaries associate companies of the parties hereto and association or bodies of persons corporate or un-incorporate over which the parties hereto may exercise control or influence.

3. CONFIDENTIALITY

- 3.1 Unless otherwise agreed upon in writing between the parties hereto all information pertaining to the preparation and submission of the tender or concerning any matters arising out of the JV shall be kept in the strict confidence and shall not be disclosed to any party.

4. JOINT AND SEVERAL LIABILITIES

- 4.1 The Parties hereto shall be jointly and severally liable to the Employer for all obligations under the contract.

5. WORKING CAPITAL

- 5.1 For the due performance of the contract the parties hereto shall provide all necessary working capital in the following proportions:-

* Dawn Corporation
* M/S. Saleh Ahmed

(DC) 51%
(SA) 49%

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Signed
AAH
কাজী আব্দুল্লাহ আল-মাসুদ
স্বাক্ষরিত ও সত্যায়িত
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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(Signature)

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All profits, losses and liabilities arising out of the Contract shall be shared by the parties hereto in the same proportion as their respective capital contribution and in this connection, once the JV Company shall be the same as stated Clause 5.1 above.

6. EQUIPMENT

- 6.1 For the due performance of the contract the parties hereto undertake to provide the equipment by LC in the tender submission.

7. PERSONNEL TECHNICAL

- 7.1 For the due performance of the contract, the parties hereto agree to provide the technical personnel as variously listed in the Form Tender submission.

The remuneration and other terms and condition for the engagement of each of the personnel as listed in the tender submission, are to be agreed by the parties hereto prior to the award of the contract by the Employer.

8. BOARD OF MEMBER FOR THE JV

- 8.1 For the purpose of ensuring the smooth implementation of the project the JV partners shall consist of the representative's form the parties hereto.

9 LEAD FIRM OF THE JV

- 9.1 The parties hereto agree that the lead firm of the JV. **Dawn Corporation, Pro. of Md.Easin Mollah.**
- 9.2 The Joint Venture appointed Saleh Ahmed (SA) as the partner in charge of the (JV) he will be authorized to insure liability and receive instruction and entire execution of the contact including receive or payment form the employer all payment against project will be made in the name of **DC-SA (JV)**. Through cross cheque by employer. the Partner In charge of the (JV) SA will be empowered to open non Cheque Bank account in any schedule Bank of Bangladesh in the Name & Style as **DC-SA (JV)** and operate the account by his own Signature. He is also empowered to obtain BG. PG. APG etc. from the Bank as and which require.
- 9.3 The Authorized partner authorized to bear the legal, Financial, to receive bank document if necessary technical and executive responsibility for the execution of the contract and make liaison with the employer on behalf of the joint venture.

10. NAME & ADDRESS FOR THE JV.

- 10.1 **DC-SA (JV)** (Dawn Corporation & Saleh Ahmed JV)
- 10.2 The address for the JV shall be at 194/1 Hoque Plaza, S.S.K. Road, Feni & 10, North Mugdha, Dhaka-1214

11. REPRESENTATIVE OF THE PARTIES HERETO

- 11.1 The parties hereto appoint the following representatives who shall be available Bangladesh throughout the period of the contract:
Dawn Corporation (DC) Proprietor of Md. Easin Molla
M/S. Saleh Ahmed (SA) Proprietor of Saleh Ahmed



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Signed
AA
 কসী আব্দুল আল-মামুন
 প্রকল্প পরিচালক ও মালিকানাধীন
 পক্ষের প্রতিনিধিত্ব করে
 গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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12. TENDER COSTS

12.1 The amount of each party's PQ, pre-tender costs and expenses shall be approved by the Management committee prior to the submission of the tender and such costs and expenses shall be borne by the parties hereto in the same proportion as listed out in clause 5.1 above whether the tender is successful or not.

13. PERFORMANCE SECURITY

13.1 The parties hereto shall furnish the requisite performance security to the Employer under the Contract in proportion to their share holding in the JV. Company

2 LANGUAGE

2.2 All documents correspondences and notices under this Agreement shall be in the English Language.

3 APPLICABLE LAW

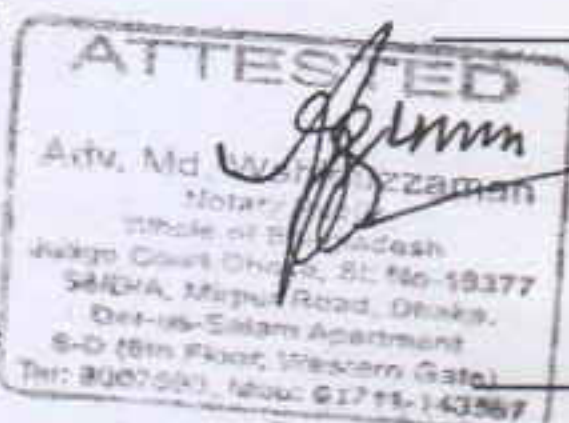
3.2 This Agreement shall be deemed to be made in Bangladesh and shall be governed and interpreted in accordance with the laws of Bangladesh.

4 ASSIGNMENT

4.2 The parties hereto shall not permitted to sell assign or in any way encumber or transfer its interests or any part thereof in this Agreement whether by operation of law or otherwise without obtaining the prior written consent of the other parties.

IN WITNESSES WHEREOF the parties hereunto have hereto affixed their hands and seals the day and year first above written.

Signed for and on behalf of
Dawn Corporation (DC)



Md. Easin Molla
Proprietor

Signed for and on behalf of
M/S. Saleh Ahmed (SA)

Saleh Ahmed
Proprietor

In the presence of

27 JAN 2016
Md. Nazim Islam
10, North Bengla
Dhaka-1214

Signed
AA
কাজী আব্দুল আল-মামুন
স্বাক্ষরিত ও সত্যায়িত
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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[Handwritten signatures]

Power of Attorney

(Authorized partner-in-Charge of DC-SA (JV))

We the undersigned on behalf of Dawn Corporation & M/S. Saleh Ahmed **DC-SA (JV)** do hereby authorize in reference to the Joint Venture agreement 27th January 2016. Dawn Corporation Proprietor of Md. Easin Molla nominated by him through a power of attorney in connection of form a JV for the work of Tender/Proposal Package No. ADP/ACE/Comilla2015-16/07 Work: Construction of 94.31 M. long PC. Girder Bridge on Chota Feni River at 11th Km. (Gap No.11/2) of Baktermunshi-Kazirhat-Dagonbhuian Road (Z-1425) under Feni Road Division during the Year 2015-2016. (Tender ID No.- 43336).

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Signed
Adm
কাজী আব্দুল্লাহ আল-মামুন
সিনিয়র
সহকারী
সচিব
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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1. To sign, Seal and submit the Tender documents, the Second part of JV SA will be empowered to open a Non Cheque bank account an any schedule Bank of Bangladesh Name & style DC-SA (JV).
2. He is also empowered to obtain BG, PG & APG etc. from the Bank as and which require.
3. To enter into any agreement, Seal sign and execution the same for the purpose of the Tender with concerned authorities.
4. To fill documents receive documents, make discussion and correspondences with the Employer in connection with Tender.

The Specimen Signature of Saleh Ahmed Proprietor of M/S. Saleh Ahmed is appended below.

Full Signature of Saleh Ahmed

Sl. No.

1. Saleh Ahmed

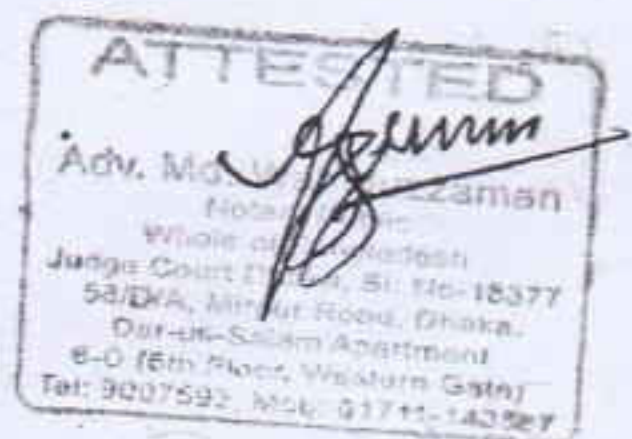
2) Saleh Ahmed

3) Saleh Ahmed

Initial

Initials of Saleh Ahmed

For Dawn Corporation (DC) & M/S. Saleh Ahmed (SA)



27 JAN 2016

(Saleh Ahmed)
Proprietor



(Md. Easin Molla)
Proprietor

Signed
AAM