

CONSULTANCY SERVICES FOR THE EASTERN
BANGLADESH BRIDGE IMPROVEMENT PROJECT
(EBBIP) – JICA L/A NO. BD-P60

Joint Venture of
Oriental Consultants Co., Ltd., Japan
CES (India) Pvt. Ltd., India
DevCon. DevConsultants Ltd. Bangladesh

Memo No. EBBIP/CON/ 1532

Dated: June 28, 2016

To
Authorized Representative,
Monico-CPC Joint Venture,
Contract No. EBBIP/Chittagong/CP-02
House No. 183, Road No. 12/A,
West Dhanmòndi, Dhaka-1209.

Construction, replacement or repair of bridges at twenty (20) locations in Chittagong Zone;
Eastern Bangladesh Bridge Improvement Project, Contract No.: EBBIP/Chittagong/CP-02

Performance Certificate

Gentleman,

We refer to your letter memo no. MC/TL/EBBIP/ 16-033 dated 28th June, 2016.

The Defects Notification Period of the contract is over on 27.06.16. It is agreed that you have completed all the works as noted in the snag list and as instructed by the Engineer's Representative.

Therefore, pursuant to sub clause 11.9 of General Conditions of Contracts (GCC) we are pleased to issue this **Performance Certificate** for the works executed by you under the Contract No.: EBBIP/Chittagong/CP-02.

Thanking you.

Yours faithfully


(Tomoyuki FUKUSHIMA)

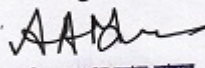
Engineer
&
Team Leader, Consultants, EBBIP


নাজমুল নাহার
সহঃ অধ্যাপক, ইতিহাস বিভাগ
সিরাজুল সরকারী কলেজ

Copy to:

- 1) Chief Engineer, Roads & Highways Department, Sarak Bhaban, Tejgaon, Dhaka
- 2) Project Director (ACE, RHD), EBBIP, Shetu Bhaban, Banani, Dhaka.
- 3) Additional Project Director (SE, RHD), EBBIP, Shetu Bhaban, Banani, Dhaka.
- 4) Project Manager (EE, RHD), Contract no. EBBIP/Chittagong/CP-02.
- 5) Resident Engineer (Consultant), EBBIP/Chittagong/CP-02
- 6) Office copy.

Page 1 of 1

Signed

কাজী আব্দুল আল-মামুন
প্রোগ্রামার
পল্লব পরিদর্শন ও মহাপ্রকৃতি বিভাগ
সড়ক পরিবহন ও সেতু মন্ত্রণালয়
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

Government of the People's Republic of Bangladesh
Office of the Project Director, RHD
Eastern Bangladesh Bridge Improvement Project (EBBIP)
Shetu Bhaban (Level-5), New Airport Road
Banani, Dhaka-1212

Memo No. : EBBIP - 82/13-761

Date 25-8-2015

CLIENT's CERTIFICATE

To
Authorized Representative
MONICO-CPC Joint Venture
House No. 183, Road No. 12/A, West Dhanmondi, Dhaka-1209

Name & Address of the Client :

Ministry of Road Transport & Bridges, Government of the People's Republic of Bangladesh
Represented by: The Chief Engineer, Roads & Highways Department
Sarak Bhaban, Tejgaon, Dhaka-1208

Name of Work :

Construction or Replacement of Bridges at Twenty (20) Locations in Chittagong Zone under Eastern Bangladesh Bridge Improvement Project

01	Contract No	EBBIP/Chittagong/CP-02
02	Works Executed by	MONICO-CPC JV House : 183, Road 12/A, West Dhanmondi, Dhaka-1209, Bangladesh
03	Agreement/Contract Value	BDT 2,369,933,083.00 US\$ 6,736,853.98 2,920,334,053.00 (1 US \$ = 81.70 BDT) =(Equivalent US \$ 35.7445 million)
04	Gross Amount of Work Completed Work Done Value	BDT 2,123,430,531.86 US\$ 5,579,377.12 up to July 2015 2,579,265,642.61 =(Equivalent US \$ 31.569 million)
05	Date of Commencement of Work	May 12, 2013
06	Date of Completion	March 11, 2015
07	Actual date of completion	June 27, 2015 (Taking Over certificate has been Issued by the "Engineer" vide his office memo no EBBIP/CON/1403 dated 27/06/2015)
08	Details type of structure/foundations/Internal Finishes/Joinery Details and any special	Construction of 20 (Twenty) number Bridges of different Span over Bored Pile Foundation, under water pile cap & foundation in live river, Including total 7.094 Km 2 (two) lane approach Road.
09	Total length of 20 (Twenty) number bridges	(60+60+69+51+40+84+48+28+39+63+48+11.80+102+45+81+45+45+45+57+1 11) = 1,132.80 meter Total PC Girder Bridge Length = 669 m (LRP-393a L= 34 m, LRP-394e L=34 m, LRP-434b L=40 m, Bridge ID-7/1 L= 84 m, LRP-045b L=28 m, LRP-044a L= 45 m, LRP-059a L=81 m, LRP-065b L= 45 m, LRP-066a L=45 m, LRP-078a L=45 m, LRP-088e L=111 m, LRP-018a L= 77 m)
10	Name and address of the authority under whom Works executed	Ministry of Road Transport & Bridges, Government of the People's Republic of Bangladesh, Shetu Bhaban (Level-5), New Airport Road, Banani, Dhaka-1212
11	Consultant	Joint venture of OC-CES-Devcon House # 54, Road # 16, Block A, Banani, Dhaka-1213

AE



নাজমুন নাহার
সহঃ অধ্যাপক, ইতিহাস বিভাগ
সিরাজগঞ্জ সরকারী কলেজ

Project Director
Eastern Bangladesh
Shetu Bhaban

Signed
AAH
কাজী আব্দুল্লাহ আল-মাহমুদ
প্রোগ্রামার
পল্লব পরিচালক ও মহাপ্রকল্প পরিচালক
পল্লব পরিচালক ও মহাপ্রকল্প পরিচালক
পল্লব পরিচালক ও মহাপ্রকল্প পরিচালক

12. Bridge Description:

Road Name	Bridge LRP	Approach Road Length (m)	Span Length (m)			Bridge Length (m)	PC Girder Bridge Length (m)
N 1 Cox's Bazar - Teknaf Road	393a	285.038	13	34	13	60	34
	394e	300	13	34	13	60	34
	396b	379.951	22	25	22	69	
	401a	283.633	17	17	17	51	
	434b	440.77	40			40	40
R 170 Potia-Anwara-Bashkhali-Chokoria Road	7/1	428.641	28	28	28	84	84
	015a	340.271	16	16	16	48	
	045b	388.961	28			28	28
	053a	297.426	13	13	13	39	
N 106 Chittagong - Hathazari-Rangamati Road	015a	341.353	19	25	19	63	
	016a	276.797	13	22	13	48	
	017a	205.616	11.8			11.8	
	018a	542.307	38.5	25	38.5	102	77
R 160 Hathazar-Falikchari-Khagrachari Road	044a	440.409	45			45	45
	059a	382.714	28	25	28	81	81
	065b	321.710	45			45	45
	066a	390.326	45			45	45
	078a	254.811	45			45	45
	085b	278	16	25	16	57	
	088e	537.221	37	37	37	111	111
Total=		7,115.955				1,132.800	669.000

13. Specific Achievements

SI No	Major works/During Financial years	Unit	May, 2013 - April, 2014	May, 2014 - June, 2015	Total
01	Piling works (Bored Pile) (Boring Length)				
(a)	Dia. Of Pile : (1000 mm)				
	Total Length Executed	meter	2,553.791	723.083	3,276.874
(a)	Dia. Of Pile : (1200 mm)				
	Total Length Executed	meter	6,702.850	1,797.407	8,500.257
02	Earthwork in Embankment	cum	-	221,676.833	221,676.833
03	Sub-base	cum	-	12,619.389	12,619.389
04	Lower Base & Upper Base	cum	-	22,917.000	22,917.000
05	Reinforced Concrete Work	cum	17,202.516	11,451.348	28,653.864
06	Bituminous Work	cum	-	6,777.514	6,777.514
07	River bank protection work by CC block	sqm	-	22,831.97	22,831.967

Sorah
24/08/15
Sub-Assistant Engineer, RHD
PD Attached, EBBIP

Ashraf
24/08/15
Deputy Project Manager (SDE, RHD)
PD Attached, EBBIP

Shamir
24.08.2015
Project Manager (EE, RHD)
CP-02, EBBIP

AS
24/08/15
Additional Project Director (SE, RHD)
EBBIP

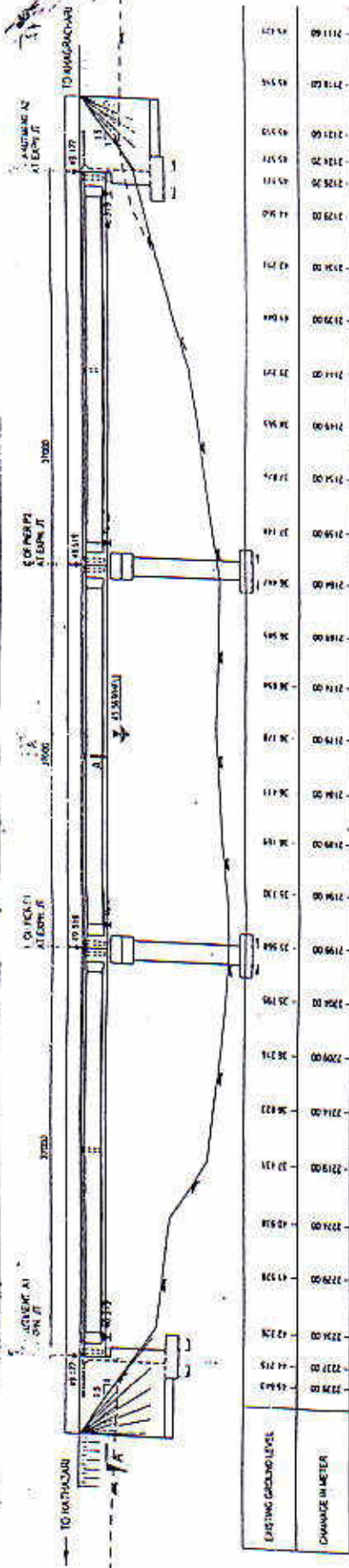
Shub
24/08/2015
(Bidhan Chandra Dhar)
ID No. 000228

Project Director (ACE), RHD
Eastern Bangladesh Bridge Improvement Project (EBBIP)
Shetu Bhaban (level-5), New Airport Road, Banani, Dhaka-1212



Shahin
নাজমুন নাহার
সহঃ অধ্যাপক, ইতিহাস বিভাগ
সিরাজুল্লাহ সরকারী কলেজ

Signed
AA
কাজী আব্দুল্লাহ আল-মাহমুদ
প্রকল্প পরিচালক ও মহাপ্রকল্প পরিচালক
পল্লী পরিচালক ও পল্লী পরিচালক
পল্লী পরিচালক ও পল্লী পরিচালক



Classes of normal weight concrete are provided for in these Specifications as listed in Table 3.3.1.4.

Table: 3.3.1.4 Particulars of Concrete

Application Location	Class of Concrete	Minimum Cement Content (Kg/cu.m)	Maximum Water/Cement Ratio	Workability slump (mm)	Nominal Maximum Size of Coarse Aggregate (mm)	Specified Compressive Cylinder Strength (28 Days) (MPa)
Prestressed concrete (PSC) I-Girder	A1	450	0.43	25-100	20	40
RCC for I-girder.	A2-1	400	0.43	25-100	20	30
RCC for deck slab, cross-girder and end diaphragm.	A2-2	400	0.45	25-100	20	30
RCC for pier cap, pier Column and bearing pedestal.	A2-3	400	0.43	25-75	20	30
RCC for pile caps of pier.	A2-4	400	0.45	25-75	20	30
RCC for bored and cast-in-situ pile.	A3-1	400	0.58	125-200	20	25
RCC for parapet, kerb, approach slab and abutment structure and abutment pile cap.	A3-2	365	0.49	25-75	20	25
RCC for box-culvert, wingwall and retaining wall.	A3-3	365	0.49	25-75	20	25
RCC for footway precast slab	A3-4	365	0.45	25-75	20	25
RCC for precast slab left in place under deck slab.	A4	340	0.45	25-75	20	20
PCC/ RCC blocks for NMV lane separation, protection work and structural filling.	B1	300	0.58	25-75	20	15
PCC for leveling / blinding concrete and for filling void.	B2	240	0.49	25-75	20	10

c. Lightweight Concrete

Lightweight concrete shall conform to the requirements specified in the special provisions or shown on the drawings. When the special provisions require the use of natural sand for a portion or all of the fine aggregate, the natural sand shall conform to AASHTO M 6.

3.3.1.5 Materials for Concrete

a. Cements



Signed
AAS

কাজী আব্দুল্লাহ আল-মামুন
প্রোগ্রামার
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সড়ক পরিদর্শন ও সেতু মন্ত্রণালয়
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

Interim Payment Certificate (IPC) No. 26,

Atenció: CPC IV
1 Oct. 2015 - 31 Oct. 2015
2.920,334,053.76 BDT
2.920,150,561.00 BDT
1 USD = 81.70 BDT

due to the reduction of MEN the loan amount in equivalent BOT is reduced. It created a deficiency in foreign currency (USD) which is to be paid from GOB fund in equivalent BOT. Accordingly, after deducting 1 USD=77.80 TJS (inter bank exchange rate) the Development Bank on 24.06.2015 the payment for this JPC are recommended. The Contractor confirmed their no objection in this regard vide their memo PM/RE/KB8809-Z/483 dated 28.06.2015.

It is certified by the Consultant that the works have been executed in accordance with the specifications, drawings and as per terms and conditions of the contract. It is also certified that all materials incorporated in the works, and as stockpiled on site, conform to the requirement of the specification.

7.2.1
(Tomoyuki FURUSHIMA)
Team Leader, Consultants, IEBP

[Signature]

Fahim Zarienyus 3-0

(S. N. Mahammad Fadzil Karim)
Fahim Zarienyus 3-0

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Signed
AA
কাজী আব্দুল্লাহ আল-মামুন
মোহাম্মাদ
সভার পরিচালক ও মহাসচিব বিভাগ
সভার পরিচালক ও সেক্রেটারি
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

CONSULTANTS

**Joint Venture of Oriental Consultants Company Ltd
Consulting Engineering Services (India) Pvt. Ltd (ICCES)**

PricewaterhouseCoopers Limited (PWC), Bangladesh

Director C IV

Billing Period	
1 Oct 2015	to 31/10/2015
Contract Amount in RDT	2,920,150,561.00
Date of Commencement	12.05.2015
Date of Completion	11.03.2015

SUMMARY of BOD

Full Period : 1 Oct 2015 - 31 Oct, 2015

Contract Amount as Per V.O. Us

[illegible]

Authorized Representative

Signed
AA
কাজী আব্দুল্লাহ আল-মামুন
জ্যেষ্ঠাধিকারী
সড়ক পরিবহন ও মহাসড়ক বিভাগ
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গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

Abraham.
(Mr. Abraham)
D.S. Consultants (Pvt.) Engg.

[Signature]



INTERIM PAYMENT CERTIFICATE (IPC) No. 25
 CONTRACT PACKAGE: EBRP/CH-02/015, CP-02

Interim Payment Certificate (IPC) No. 25

Amount Summary Sheet

BILL NO. 7: APPROACH ROAD CONSTRUCTION

Contractor: Monico-CPC JV

Bill Period: 1 Oct 2015 - 31 Oct 2015

Item No.	Description	Unit	Quantity	Rate			Amount			Up to This IPC			Up to Last IPC			This IPC Due			Progress %
				Local	Foreign	Currency Component (in US\$)	Local	Foreign	Currency Component (in US\$)	Local	Foreign	Currency Component (in US\$)	Local	Foreign	Currency Component (in US\$)	Local	Foreign	Currency Component (in US\$)	
7101	Cleaning and grubbing	sq.m	131,213.00	10.00			1,312,130.00						128,599.98						0.98
7102	Removal of trees of girth between 500mm and 1000mm	Nr		679.00															
7103	Removal of trees of girth above 1000mm	Nr		1,700.00															
7104	Existing pavement excavation including disposal off the classified unsuitable material	cu.m	134,072.90	172.00	0.04		23,060,538.80	5,362.92					131,416.04						0.08
7105	Embankment fill from material supplied by the Contractor	cu.m	177,000.00	466.00	0.12		82,487,000.00	21,240.00					171,000.00						0.12
7106	Embankment with free draining material in swampy areas	cu.m	48,410.00	1,274.00	0.32		61,674,340.00	15,491.20					31,505.76			1,322,329.50	357.73		0.45
7107	Preparation of subgrade 300mm depth	sq.m	100,000.00	15.00			1,500,000.00						92,415.02						0.92
7108	Construction of improved subgrade	cu.m	21,794.00	552.00	0.12		14,330,276.00	3,705.66					18,331.34						0.32
7109	Construction of earthen shoulders	cu.m	20,000.00	441.00	0.11		8,820,000.00	2,200.00					19,267.10						0.95



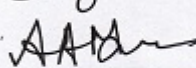


(Abdul Rahman)
 Q5, Consultants, CP-02, EBRP

(Amimul Hossain)
 DPM, JSC, Addl Charge, RMD, CP
 RE, Consultants, CP-02, EBRP

(Saifuddin Mahmood)
 (Said Saifuddin Ali)
 PM (EE), RMD, CP-02, EBRP

14.06.16
 14.06.16
 14.06.16

Signed

 কাজী আব্দুল আল-মামুন
 প্রোগ্রামার
 নতুন পরিদপন ও মহাসড়ক বিভাগ
 নতুন পরিদপন ও চারু মহাসড়ক
 বাংলাদেশ সরকার

ESTIMATE FOR ROAD WORKS

CONTRACT PACKAGE 13319/CH/2010/2011

Interim Payment Certificate (IPC) No. 25

Amount Summary Sheet

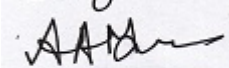
BILL NO. 2, APPROACH ROAD CONSTRUCTION

Contractor: Manco-CPC JV

Bill Period: 1 Oct 2015 - 31 Oct 2015

Item No	Description	Unit	Quantity	Rate		Amount		Up to This IPC		Up to Last IPC		This IPC Due		Progress %
				Local	Foreign	Local	Foreign	Quantity	Component (in US\$)	Quantity	Component (in US\$)	Quantity	Component (in US\$)	
7201	Construction of sub-base	cu.m	13,360.00	3,724.00	0.93	49,380,270.00	12,331.80	12,619.389		12,619.389				95.12%
7202	Construction of aggregate	cu.m	11,665.00	5,588.00	1.40	65,160,590.00	16,331.00	11,114.465		11,114.465				95.12%
7203	Construction of aggregate	cu.m	13,750.00	6,468.00	1.62	88,935,000.00	22,272.00	12,956.968		12,412.494				94.23%
7301	Bituminous prime coat	sq.m	67,000.00	88.00		5,896,000.00		63,062.305		60,374.328				94.11%
7302	Bituminous tack coat	sq.m	70,000.00	21.00	0.08	1,470,000.00	5,600.00	47,200.000		47,200.000				67.61%
7303	Bituminous binder course	cu.m	4,000.00	17,466	45.99	69,864,000.00	187,960.00	3,353.999						33.85%
7304	Bituminous wearing course	cu.m	3,500.00	17,600.00	53.92	61,600,000.00	188,720	1,171.123		3,062.674				30.40%
7401	Precast/Cast-in-situ Concrete Class B1-L in side kerb cum side drain	m	2,225.00	2,800.00		6,230,000.00		2,214.600		2,125.600				95.51%
7402	U-Drains in Concrete Class B1-L from Shoulder to Slope	m	1,600.00	3,200.00		5,120,000.00		1,528.760		725.590				95.47%
7403	Longitudinal U-Drain along spill line in Concrete Class B1-L	m	50.00	2,800.00		140,000.00		46.400		0.400				91.80%
BIM No. 7 Total Carried to "SUMMARY BID PRICE"						547,215,214.8		481,317.6				10,368,561.13	7,187.38	99.84%

 Jaber Rahman
 J.S. Consultants CP-02 EBB
 OS, Consultants CP-02 EBB
 Jaber Rahman
 J.S. Consultants CP-02 EBB
 OS, Consultants CP-02 EBB
 Jaber Rahman
 J.S. Consultants CP-02 EBB
 OS, Consultants CP-02 EBB

Signed

 কাজী আব্দুল আল-মামুন
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 বাংলাদেশ সরকার

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একশত টাকা

০৭১৪০৬৭



MO. KUSHFIQUR RAHMAN
MANAGING DIRECTOR
CONCORD PRAGATEE CONSORTIUM LTD.

Page 1 of 5

JOINT VENTURE AGREEMENT

This AGREEMENT made on this 25th Day of April 2012

BY AND BETWEEN

1. MONICO LIMITED of House No. 183, Road No. 12/A, West Dhanmondi, Dhaka-1209, Bangladesh (hereinafter referred to as "MONICO").

AND

2. CONCORD PRAGATEE CONSORTIUM LTD. of 10, Talmatia Housing Society, Block-D, Dhaka-1206, Bangladesh (hereinafter referred to as "CPC").

Whereas the parties have agreed to form a Joint Venture (hereinafter referred to as "JV") in order to participate in the Prequalification/Bid and perform the works of "Eastern Bangladesh Bridge Improvement Project, Contract No. EBBIIP/Chittagong/CP-02" (hereinafter referred to as "Works") issued by Roads and Highways Department, Roads and Railways Division, Ministry of Communications, Government of the People's Republic of Bangladesh (hereinafter referred to as "Employer").

Whereas both parties agreed to form a JV to Prequalification/Bid for and to perform the construction of the "Works", if it is awarded to this JV.

Now, therefore both parties in consideration of mutual premises herein contained hereby agree as follows: **ATTESTED**

01. Name of JV

The JV is named "MONICO-CPC JOINT VENTURE"

02. Purpose of JV

The purpose of the JV is to Prequalification/bid for and execute the "Works", if the "Works" is awarded to the JV.

03. Partnership

Sixty percent (60%) of the shares in the JV shall be owned and held by "MONICO" and Forty percent (40%) of the shares in the JV shall be owned and held by "CPC".

নাজমুল হাশেম
সহ অধ্যাপক, ইতিহাস বিভাগ
সিরাজগঞ্জ সরকারী কলেজ

MO. BADRUL ALAM
B.S.S. (Hons), M.S.S. (Econ) LL.B
Advocate Supreme Court, High Court Division
& Notary Public, Whole of Bangladesh
21, Alamganj, Dhaka-1000
Ph: 7122872 (Res), Mob: 01674504805

12 MAY 2012

Signed
AAM

কাজী আবদুল আল-মাদুন
সহ অধ্যাপক
সহ অধ্যাপক ও সহকারী
সহ অধ্যাপক ও সহকারী
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার



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[Signature]

[Signature]

MD. MUSHFIQUR RAHMAN
MANAGING DIRECTOR
CONCORD ASSOCIATE CONSULTANTS

Page 2 of 5



04. Lead Partner/Partner in charge of JV

"MONICO" shall be the Lead Partner and Partner in Charge of the Joint Venture. The Partner-in charge shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the prequalification process and in the event the JV is prequalified, during the bidding process, and in the event the JV is awarded the Contract, during contract execution and all communication between the Employer and JV in connection with the 'Works' shall be addressed to:

MONICO-CPC JOINT VENTURE

House No. 183, Road No. 12/A
West Dhanmandi, Dhaka-1209
Bangladesh

Telephone: +880-2-8152910, 8159551, 9145261
Fax: +880-2-8159761
E-mail: info@monicoltd.com

05. Representatives of JV Partners

Each partner of JV appoints the following personnel as the representative of the relevant party with full and complete authority to represent each party:

<u>J/V Partner</u>	<u>Name</u>	<u>Position</u>
"MONICO"	Mr. Mahamudul Hoque	Director
"CPC"	Mr. Mushfiqur Rahman	Managing Director

ATTESTED

MD. BADRUL ALAM
J.S.S. (Hons), M.S.S. (Hons) LL.B
Assistant Session Judge, High Court Division
Notary Public, Dhaka-1000
21, Aramison, Dhaka-1000
Tel: 81212 (Hes) Mob: 01624504897

The appointment of Mr. Mahamudul Hoque as representative of "MONICO" confirmed by a Power of Attorney duly authenticated by a Notary Public in Bangladesh. Mr. Mushfiqur Rahman's appointment as representative of "CPC" is supported by a Power of Attorney duly authenticated by Notary Public in Bangladesh.

12 MAY 2012

06. Authorized Representative of JV

Each JV Partner appoints the following personnel as the Authorized Representative of JV with full and complete authority to represent JV.

Authorized Representative: Mr. Mahamudul Hoque



[Signature]
মাহমুদ মাহারি
সহঃ অধ্যাপক, ইতিহাস বিভাগ
নিরালপত্র সরকারী কলেজ

[Signature]

Signed
AAH
কাজী আব্দুল্লাহ আল-মাহমুদ
মোহাম্মাদ
সহঃ পরিচালক ও মহাপ্রকল্প বিজ্ঞান
পঞ্চম পরিচালক ও সচিব মহাপ্রকল্প
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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একশত টাকা

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Page 3 of 5

07 Management of JV

For the purpose of smooth functioning, running of day-to-day affairs of the JV and to ensure successful attainment of the Works, the partners hereto agree to form a Managing Committee as under:

1. Mr. Shafiqul Alam Bhuiyan, Managing Director
2. Mr. Mahmudul Hoque, Director
3. Mr. Mushfiqur Rahman, Managing Director
4. Mr. Golam Mostafa Sarker, Planning & Monitoring Director

JV Partner

MONICO
MONICO
CPC
CPC

08 Bank Account

Bank Account(s) shall be opened with any Schedule Bank(s) in Bangladesh in the name of "MONICO-CPC JOINT VENTURE" after the contract is awarded to the JV and the Bank Account (s) of the Joint Venture will be operated as per resolution of the Managing Committee.

09 Limit of JV Activities

The JV activity is limited to performance of contract of the "Works" under the contract with the Employer.

10 Cost of Tendering

Each Party of JV shall bear all costs associated with the preparation and delivery of tender including all expenses related with bank guarantee arrangement.

11 Taxes

Each party of JV shall be responsible for its own taxes, duties and other levies imposed on each party incurred in connection with the "Works".

12 Terms of JV

The term of JV shall commence on the date of execution of this agreement and shall end on the Ninetieth (90th) day after the project has been finally accepted by the Employer and all the payments has been settled to every and all concerned parties.

The JV shall be terminated automatically, if the "Works" is not awarded to the JV.

ATTESTED

MD. BADRUL ALAM
B.S.S. (Hons), M.S.S. (Econ) & L.B.
Judge, Supreme Court, High Court Division
& Notary Public, Wharfedale Bank Ltd.
Dhaka-21, Aronoghat, Dhaka-1000
Tel: 7142872 (Res) Fax: 0167490480

12 MAY 2012



Signed
A.A.H.
কাজী আব্দুল্লাহ আল-মাহমুদ
মোহাম্মাদ
সহঃ অধ্যাপক,
নিরাকার সন
কাজী আব্দুল্লাহ আল-মাহমুদ
মোহাম্মাদ
সহঃ অধ্যাপক ও সনাক্তকারী
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার



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MD. HUSFIQUR RAHMAN
MANAGING DIRECTOR
CONCORD PARTNERSHIP CONSORTIUM

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13. Applicable Law

The laws and regulations of the Govt. of the People's Republic of Bangladesh shall be applied to this Agreement.

14. Responsibility

The JV Agreement shall hold each of the constituent party jointly and severally responsible in and/or liable to the Employer for executing and completing the "Works" in the event the "Works" is awarded to JV.

15. Personnel, Working Capital and Equipment

Each party of the JV shall participate in the "Works" by providing personnel, working capital and equipment as proposed and agreed between the parties.

16. Working Capital, Profit / Loss

16.1 Each Party shall contribute to the working capital (which may be by way of cash, equipment or materials etc.) for the JV:

- (i) in proportion to its share in the JV as stated in Clause 3 of this Agreement; or
- (ii) as determined by the Management Committee from time to time.

16.2 The Parties shall bear all losses and share all profits arising and/or in relation to the JV and the Project in proportion to their respective shares in the JV as stated in Clause 3 of this Agreement.

17. Arbitration

Should any discrepancy or dispute between the parties hereto touching these presents or anything herein contained or the operations hereto or any of their respective rights, duties or liabilities hereunder, the matter shall be referred to an Arbitrator as per ICC Rules and at a place as may be mutually agreed upon and the decision of the Arbitrator shall be final and binding on both the parties. All cost of arbitration shall be borne by the party who fails in the arbitration or be decided by the Arbitrator.

18. Assignment

Neither party or the JV may assign, pledge, sell or otherwise dispose of all or part of its investment subscript to a third party without prior consent of the Employer and the agreement of the other party in writing. When one party intends to assign all or part of its investment subscribed, the other party shall have the pre-emptive right.

19. Notice :

Any Notice to be given hereof, if it is in writing shall be served by personal delivery or by sending it by registered airmail or telefax addressed to the party concerned at the address of such party first above written or any other address communicated in writing to the other party as being effective for the purpose of this Agreement. Notice given by registered airmail or telefax shall be deemed to have been delivered in the usual course of post of transit and in proving service thereof it shall be sufficient to show that the registered letter or telefax containing such notice was properly addressed and dispatched.



ATTESTED

MD. BADRUL ALAM
B.S. (Hons), B.S.S. (Hons) LL.B.
Hon'ble Supreme Court, High Court Division
Notary Public, Whom of Bangladesh
71, Arambagh, Dhaka-1200
1928121 (Res), Mob: 8157446130

12 MAY 2017



[Handwritten signature]
Signed
AAH
নাম
মহঃ অধ্যক্ষ
নিরাক্ষর
কাজী আব্দুল্লাহ আল-মাদুন
মোহাম্মাদ
মহঃ পরিচালক ও মহাপ্রকৃতি বিভাগ
মহঃ পরিচালক ও মোহঃ অধ্যক্ষ
মহাপ্রকৃতি বাংলাদেশ সরকার

20. Responsibilities

All Partners of the Joint Venture shall be legally liable, jointly and severally, during the prequalification/bidding process and for the execution of contract in accordance with the contract terms.

21. Amendment

This Agreement may at any time be amended by mutual agreement in writing between the parties hereto.


22. Heading


The subject headings of this Agreement are included for the purpose of convenience only and shall not affect the construction or interpretation of any of its provision.

This agreement shall be binding upon the heirs, personal representatives, successors-in-title and permitted assigns of the parties hereto.




IN WITNESS WHERE OF, THE PARTIES ABOVE NAMED HAVE PUT SEALS AND SIGNATURES ON THE DAY MONTH AND YEAR ABOVE WR.


Engr. Manmudul Hoque
Director/
Authorized Representative
MONICO LIMITED


Md. Mushfiqur Rahman
Managing Director
Authorized Representative
CONCORD KAGATEE
CONSORTIUM LTD.

ATTESTED


MD. BADRUL ALAM
B.Sc. (Hons), M.S.S. (Econ) U.B.
Address: Supreme Court, High Court Division,
4, Muzim Plaza, Wharf of Bangladesh,
21, Krammugh, Dhaka-1000
Mo: 2162212, Fax: 1100, 0167610150-
12/11/2012

Signed in presence of:

1. 

Engr. Anifed Islam
H-183, R-12/A,
West Dharmamandi
Dhaka-1207

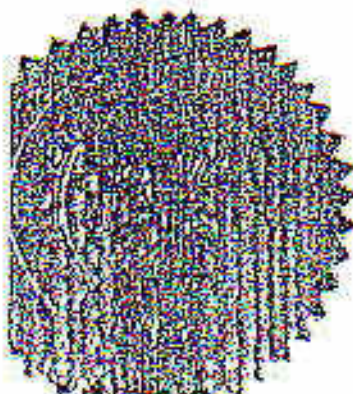
Signed in presence of:

1. 


Engr. Md. Mehmudaram
5/10, Block-D, Lalmatia,
Dhaka-1207.

2. 


Md. Mehmudaram
5/10 Lalmatia, Block-D
Dhaka-1207.



AUTHENTICATED BY ME


MD. ANIFED ISLAM
Advocate Supreme Court
10/A, Muzim Plaza (For Wharf of Bangladesh)
10/A, Near Circular Road
Purana Police, Dhaka,
Mobile: 0170463221, St. No: 27



 Signed
নাজিম
মহঃ অধ্যাপক, ই
মিরাজুল গর
কাজী আবদুল আল-মামুন
প্রোগ্রামার
সকল পরিদর্শন ও মর্যাদাপূর্ণ বিবরণ
সকল পরিদর্শন ও সেরা মর্যাদাপূর্ণ
মর্যাদাপূর্ণ মর্যাদাপূর্ণ