

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

স্থানীয় সরকার প্রকৌশল অধিদপ্তর

নির্বাহী প্রকৌশলীর কার্যালয়

জেলা ঃ শেরপুর।

স্মারক নং-এলজিইডি/নিঃপ্রঃ/শেরঃ/২০১৭/ ১৫৬২

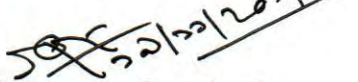
তারিখ ঃ ২২/১১/২০১৭

ওয়ার্ক সার্টিফিকেট

এই মর্মে প্রত্যয়ন করা যাইতেছে যে, এমএই এন্ড ডিসিএল (জেভি), হাউজ নং-২২, রোড নং-১২, নিকুঞ্জ-২, খিলক্ষেত, ঢাকা। তিনি নিম্ন বর্ণিত কাজ সমূহ সুষ্ঠু ও সুন্দর ভাবে সম্পন্ন করিয়াছেন।

ক্রমিক নং	কাজের নাম	চুক্তি মূল্য	কাজ সমাপ্তির তারিখ	মন্তব্য
০১।	শেরপুর জেলার নকলা উপজেলাবীন নকলা- তারাকান্দি জিসি-নালিতাবাড়ী রাস্তার চেইনেজ ০০-১১২২৫ মিটার পর্যন্ত উন্নয়ন (Package No. WNOBI- She(Nak)-UZRU-20)	৮,৭৮,০০,৮০৬.১৬৩	২৬/১০/২০১৭ইং	শেয়ারের অংশ যথাক্রমে এমএ ইঞ্জিনিয়ারিং ৫১% এবং ঢালি কন্সট্রাকশন লিমিটেড ৪৯%।
	মোট =	৮,৭৮,০০,৮০৬.১৬৩		

আমি তাহার ব্যবসায়িক সফলতা কামনা করি।



সিনিয়র সহকারী প্রকৌশলী  
স্থানীয় সরকার প্রকৌশল অধিদপ্তর  
জেলা ঃ শেরপুর।



নির্বাহী প্রকৌশলী  
স্থানীয় সরকার প্রকৌশল অধিদপ্তর  
জেলা ঃ শেরপুর।

Signed  
AAM

কাজী আব্দুল্লাহ আল-মামুন  
মোহাম্মদ  
পবিত্র পরিদপ্তর ও মহানগর বিভাগ  
পবিত্র পরিদপ্তর ও সেক্টর মহানগর  
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার



Government of the People's Republic of Bangladesh  
Local Government Engineering Department  
Office of the Executive Engineer

Dist: Sherpur.  
[www.lged.gov.bd](http://www.lged.gov.bd)

Date: 25/04/2016

Memo No: - LGED/EE/SHER/2016/598

To: MAE & DCL (J.V)  
House-22, Road No-12, Nikunja-2,  
Khikhet, Dhaka.

Sub: Letter to proceed for the Improvement of Nakla Tarakandi GC-Nalitabari Road at ch. 0+000-11+225km (Effective length 9.45km) under Nakla Upazila, Dist : Sherpur. (Package No : WNOBI-She(Nak)-UZRU-20). (Tender ID No. 49034).

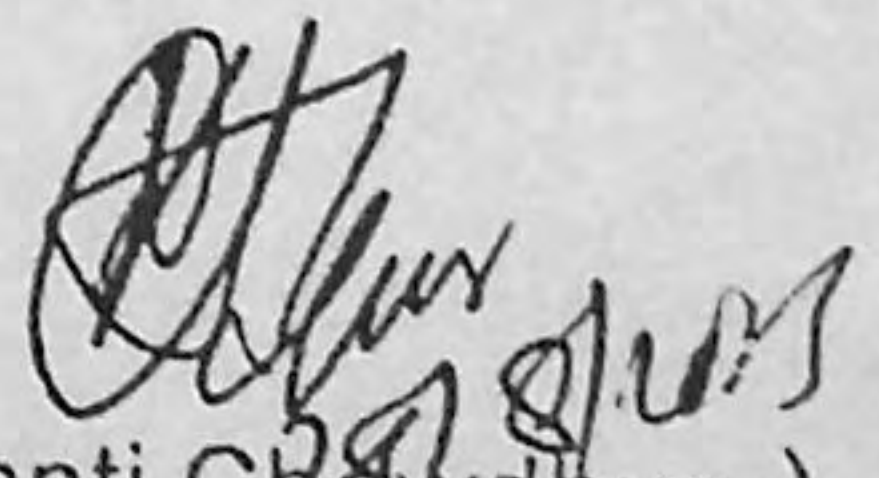
Reference : Contract Agreement date : 25.04.2016.

Abstract : Contract Price of TK. 8,78,00,806.163 (Eight Crore Seventy Eight Lac Eight Hundred Six Point One Six Three Zero Only )

Latest Date of Commencement : 02.05.2016

Contract Completion Date : 26.10.2017

1. Pursuant to the above reference CONTRACT AGREEMENT, this is to inform you that the Authority has completed all arrangement for execution of the work, you are requested to commence mobilization and start the work within 07(Seven) days.
2. You are requested to contact the undersigned and arrange for submitting samples of materials for approval prior to the delivery to the site.
3. In addition, you are also directed to provide all necessary equipment to the site for testing and quality control and to inform the undersigned of the arrangements made during execution of works you are directed to follow the Terms and conditions, specifications and drawing as laid down in signed Contract Document.
4. You are requested to contact the Upazila Engineer, Nakla, undersigned and other higher Officials as and necessary and abide by their directions.
5. You are reminded that time is of the essence in completion the work and in case of unsatisfactory progress or failure to complete the work within the time fixed, this letter to proceed may be cancelled with 07 (seven) days notice, where upon the Employer will be entitle to make alternate arrangements to complete the work as the contractor's cost, besides taking other legal actions.

  
(Vaskar Kanti Chowdhury)  
Executive Engineer  
LGED, Sherpur.  
Date: 25/04/2016

Memo No: - LGED/EE/SHER/2016/

Copy for information and necessary action to :-

1. Superintending Engineer, LGED, Mymensingh Region, Mymensingh.
2. The Project Director, Northern Bangladesh Integrated Development Project, LGED, LGED Bhaban, Agargaon, Shere- bangla nagar, Dhaka-1207.
3. Upazila Chairman, Nakla, Sherpur.
4. District Accounts Officer, Sherpur.
5. Upazila Engineer, Nakla, Sherpur.

Vaskar Kanti Chowdhury)  
Executive Engineer  
LGED, Sherpur.  
Phone 0931-61430  
E-mail: [xen.sherpur@lged.gov.bd](mailto:xen.sherpur@lged.gov.bd)



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**DEED OF JOINT VENTURE AGREEMENT**

This agreement is made on this 28<sup>th</sup> day of the month of March of the year Two Thousand Sixteen of the Christian Era.

**BETWEEN**

**M/S M.A. Engineering** a Proprietorship Company having its Office at 87, Purana Paltan Lane, Paltan Tower (6th Floor), Suite # 607, Dhaka-1000, E-mail: [maengineering1958@yahoo.com](mailto:maengineering1958@yahoo.com) represented by its Proprietor, Md. Mostafa hereinafter called the First party (which expression shall unless excluded by or repugnant to the context mean and include its administrators representatives and assigns of the one part, **LEAD PARTNER**).

**AND**

**Dhaly Construction Ltd.** a Limited Company having its office at House # 22, Road # 12, Nikunja-2, Khilkhet, Dhaka-1229, Bangladesh, E-mail: [dhaly07@gmail.com](mailto:dhaly07@gmail.com) Represented by its Managing Director, Md. Rafique Uddin hereinafter called the Second party (which expression shall unless excluded by or repugnant to the context mean and include its administrators representatives and assigns of the other part, **OTHER PARTNER**).

WHEREAS the parties of this agreement upon mutual consultation among themselves have agreed to form a (J.V) to muster individual resources for securing and executing the contracts for **Improvement of NaklaTarakandi GC - Nalitabari Road at ch. 0+000 -11+225 km(Effective length 9.45km) Under Nakla Upazila (Road ID-389672003).**

1. The work of (J.V) will be carried out in the name and style "MAE & DCL (J.V)" and its head office will be located at House # 22, Road # 12, Nikunja-2, Khilkhet, Dhaka- 1229,
2. E-tender preparation, participation and signing of electronic tender documents will be done using user ID: [mae.dcl.jv@gmail.com](mailto:mae.dcl.jv@gmail.com), which is registered (registered through e-GP portal) ID for MAE & DCL (J.V)
3. Based on the invitation published by the Office of the Executive Engineer, LGED, Sherpur Bangladesh for which a joint bid shall be submitted.

Signed

A.A.M.

কাজী আব্দুল আল-মামুন  
মোঃ আমান  
সদস্য পরিচালক ও মহাপ্রকল্প পরিচালক  
সড়ক পরিবহন ও সেতু মন্ত্রণালয়  
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার



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*[Signature]*

4. OTHER PARTNER will take all responsibilities and Sign documents related to Bank/Financial Institution loan, Bank guarantees, LC's against the above mentioned project. The Lead Partner **M/S M.A. Engineering** will not sign any document and will not take any liabilities Related to such Loan. PG, BG.
5. The work shall be carried out by the **(J.V)** according to the work plan and schedule required by the client, each party shall put their best efforts to carry out the work stipulated in the contract with the client and complete the same within the scheduled time.
6. All correspondence may please be made to the following address:  
**Dhaly Construction Ltd.** Office: at House # 22, Road # 12, Nikunja-2, Khilkhet, Dhaka-1229, Bangladesh.
7. Md. Rafique Uddin Managing Director, **Dhaly Construction Ltd.** being nominated as the **Partner-In-Charge** is authorized to incur liabilities, signatory power, receives instructions, payment, bill, cheques etc. for and on behalf of the **(J.V)**.
8. **M/S M.A. Engineering** Shall act as the **lead firm** of the joint venture. The lead firm will Take **51% (Fifty One Percent)** of the share whereas the **others partner Dhaly Construction Ltd.** will have the **49% (Forty Nine Percent)**.
9. Logistics inputs required for the implementation of the will be provided by the two parties as applicable.
10. A "**Current Account**" in the name of the **(J.V)** will be opened with **Shahjalal Islami Bank Ltd, Dhanmondi Branch, Momtaz Plaza (1st Floor), House # 07, Road # 04, Dhanmondi, Dhaka-1205**, for the receipt of payments for the project and shall be operated solely by **Md. Rafique Uddin, Managing Director, Dhaly Construction Ltd.**
11. The **AGREEMENT** represents and constitutes to entire amongst the Parties and may be modified or amended due to change of circumstances or due to any other factor by mutual consent.
12. Could not be resolved by the project management committee formed with repr both the firms shall be subject to Arbitration. Any such reference shall conform to the Bangl Act of 1940 or any enactment or amendment thereof up to the date of signing of this Agreement

Signed

*[Signature]*

কাজী আব্দুল আল-মামুন  
মোহাম্মদ  
স্বাক্ষরিত ও মহাপ্রাপ্ত বিভাগ  
স্বাক্ষরিত ও মোহাম্মদ  
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার



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13. After Completion of the work of the profit or less (if any) shall be calculated and shared by each after closing the accounts. The share will be divided proportionately to the 1st and 2nd Party.
14. The Income Tax, VAT and other Taxes (if any) shall be shared by both the parties proportionately.
15. The staff who should be appointed temporarily for the project only shall be terminated from job after the completion of the project.
16. The (J.V) is formed by the parties hereto solely for the purpose of the project and shall dissolve after 180 (One hundred eighty) days of either of the following two events.
  - a. The (J.V) fails to get any award of the contracts under the project, or
  - b. Upon getting the award of contract, the (J.V) has completed all services and obligations of the Client and received the final payment whatsoever including the refund of security deposit from the client and all accounts amongst the parties of the (J.V) have been settled.

IN WTTNESSE WHEREOF the parties through their authorized representatives have made and executed this AGREEMENT in one original containing 3 (Three) pages being signed on the day and year first above.

For

M/S M.A. Engineering

*(Signature)*

(Md. Mostafa)  
Proprietor

Dhaly Construction Ltd.

*(Signature)*

(Md. Rafique Uddin)  
Managing Director

Witness:

1. *(Signature)*

Rashidul Hasari  
Jr. Tender Specialist  
Dhaly Construction Ltd.

2. Tanja  
Tanja Akter

Witness:

1. *(Signature)*

Munmun Pervin Titthi

2. Shajadul  
Mohammad Shajadul

Signed

*(Signature)*

কাজী আব্দুল আল-মামুন  
মোহাম্মাদ  
পবিত্র ও মহাপ্রভু বিভাগ  
স্বাক্ষর ও মোহর  
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার



**Name of Work**

Improvement of NaklaTarakandi GC -Nalitabari Road at ch.0+000 -11+225 km(Effective length 9.45km) Under Nakla Upazila (Road ID-389672003)

**Procuring Entity**

Local Government Engineering Department, Sherpur-2100.

**Executed Value**

8.78 Crore

Signed  
AAM

কাজী আব্দুল আল-মামুন  
যোগাযোগ  
সড়ক পরিবহন ও নদনৌকা বিভাগ  
সড়ক পরিবহন ও সেতু মন্ত্রণালয়  
স্বাধীনতা কল্লী বাজার, ঢাকা