

EGP-1(17-18)

22

*(Signature)*

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার  
প্রকল্প পরিচালক (অঃপ্রঃপ্রঃ), সওজ-এর কার্যালয়  
শীতলক্ষ্যা সেতু নির্মাণ প্রকল্প  
(নারায়নগঞ্জের বন্দর উপজেলায় ৩য় শীতলক্ষ্যা সেতু নির্মাণ প্রকল্প)  
বাড়ী নং- ৬৮, সড়ক নং- ১৮, ব্লক- এ, বনানী, ঢাকা-১২১৩  
ফোন (+৮৮ ০২) ৫৫০৩৫৬০৫, (+৮৮ ০২) ৫৫০৩৫৬১০ (ফ্যাক্স)  
www.rhd.gov.bd

স্মারক নং : পিডি/৩-এসবিসিপি/৪১৫

তারিখ: ১৮/০৮/২০১৭

✓ বরাবর  
অতিরিক্ত প্রধান প্রকৌশলী, সওজ (চঃদাঃ)  
খুলনা জোন, খুলনা।  
এবং  
চেয়ারপার্সন  
দরপত্র ইভ্যালুয়েশন কমিটি

অতিরিক্ত প্রধান প্রকৌশলীর দপ্তর (সওজ) খুলনা জোন, খুলনা।  
কমিউন নং  
স্মারক নং ১৮-৮৭ তারিখ: ১৯-০৮-১৭-  
স.স. পি.ডি/৩-এসবিসিপি/৪১৫/সহঃ/পি.এ/  
ক.ব. বসু/সি.ডি.ও. রাস্তা/সি.ডি.ও. পেশা ও কল্যাণ/ব.ব.সি. নিন।

*(Signature)*

বিষয় : কার্য সম্পাদন সনদ যাচাই সংক্রান্ত।

সূত্র : তাঁর দপ্তরের স্মারক নং-ইজিপি-০১ & ০২ (১৭-১৮)/৫০২ তারিখ: ৩১/০৮/২০১৭ ইং।

উপর্যুক্ত বিষয়ে সূত্রস্থ স্মারকের মাধ্যমে MCCC(N.4)-SEL-TOMA JV এর অনুকূলে অত্র দপ্তর হতে ইস্যুকৃত Completion of the Contract এর Certificate এর দুই পাতা ও Attachment- এবং 1 Attachment-2 যাচাইয়াস্তে সঠিক পাওয়া গেল এবং সত্যায়ন পূর্বক এতদসঙ্গে প্রেরণ করা হল।

সংযুক্তি: বর্ণনামতে।

*(Signature)*

(মোঃ সামসুল হক)  
পরিচিতি নং-০০৫৪৩১  
প্রকল্প পরিচালক (অঃপ্রঃপ্রঃ, চঃদাঃ, সওজ)  
৩য় শীতলক্ষ্যা সেতু নির্মাণ প্রকল্প  
ও  
প্রকল্প পরিচালক (অঃপ্রঃপ্রঃ, চঃদাঃ, সওজ)  
জয়দেবপুর-ময়মনসিংহ সড়ক উন্নয়ন প্রকল্প  
(অতিরিক্ত দায়িত্ব)

Signed  
A.A.H.  
কাজী আব্দুল্লাহ আল-মাহমুদ  
প্রোগ্রামার  
পল্লব পরিদপ্তর ও মহাপ্রকল্প বিভাগ  
সড়ক পরিবহন ও সেতু মন্ত্রণালয়  
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

## Specific Experience Certificate

Contract No	JMRIP-45/11-1288		
Name of Contract	Joydebpur-Mymensingh Road (N3) Improvement Project, Contract Package No. W1-4, Construction of Roymoni-Mymensingh Road Section, Ch. 59+850-Ch. 87+179, 27.329 Km, 4 Lanes.		
Role in Contract [ tick relevant box]	<input type="checkbox"/> Prime Contractor	<input type="checkbox"/> Sub contractor	<input checked="" type="checkbox"/> As Joint Venture (JV)
Name of JV Company & Country	MCCC(No.4)-SEL-TOMA JV 1. No.4 Metallurgical Construction Company of China Ltd.- (40%) China. 2. Shamim Enterprise Ltd. – (30%) Bangladesh. 3. Toma Construction & Co. Ltd. – (30%) Bangladesh.		
Name of Leading Company	No.4 Metallurgical Construction Company of China Ltd		
Award date	27/01/2011		
Completion date	30/09/2015		
Total Contract Value	Tk.262,14,07,151.00		
Procuring Entity's Name & Address	(Md. Hafizur Rahman) Project Director and The Engineer Additional Chief Engineer (CC), RHD Joydebpur-Mymensingh Road Improvement Project Setu-Bhaban, Banani, Dhaka.		
Brief description with justifications of the similarity compared to the procuring Entity's requirements	[ As mention in the Certificate ]		

স্বাক্ষরিত ২০/১১/১৫

(মোঃ সামসুল হক)  
প্রকল্প পরিচালক (অধ্যক্ষ), ঢাকা, সওদাগর  
অসহকারী মহাপরিচালক সড়ক উন্নয়ন প্রকল্প

Signed

AAM

কাজী আব্দুল আল-মামুন  
প্রকল্প পরিচালক  
সড়ক পরিবহন ও মহাসড়ক বিভাগ  
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার



Government of the People's Republic of Bangladesh  
Office of the Project Director (ACE), RHD  
Joydebpur-Mymensingh Road Improvement Project (JMRIP)  
Setu Bhaban, level-5, Banani, Dhaka-1212  
E-mail: pdjmrrip@rhd.gov.bd  
Phone: 02-9853036, Fax: 02- 9853016

Memo No. JMRIP-45/11-1288

Dated : 08 October 2015.

Subject : Joydebpur-Mymensingh Road (N3) Improvement Project, Contract Package No. WI-4,  
Construction of Roymoni-Mymensingh Road Section, Ch. 59+850-Ch. 87+179,  
27.329 Km, 4 Lanes.

### Completion of the Contract

This is to certify in accordance with General Conditions of Contract clause 80.1 and Contractor's notice served vide MCCC(No.4)-SEL-TOMA JV/SO/2015/1133 dt. 09/09/2015 that the subject mentioned works awarded to MCCC(No.4)-SEL-TOMA JV vide Contract Agreement signed on 27/01/2011 at a base price of Tk. 266,24,27,808.22 afterward revised the base price to Tk. 262,14,07,151.01 and agreement signed on 01/06/2015, have been completed as per contract on 30/09/2015. Minor outstanding work to be completed in Defects Liability Period.

The major components of works completed are shown in Attachment-1. (3 pages)

The Employer shall take over the site and the works within seven (7) days of issuance of this certificate as per GCC clause 81.1.

The Contractor shall supply 'as built drawings' by end October 2015 according to GCC and PCC clause 84.1 within one month of completion of works.

The Defects Liability Period (DLP) in accordance with GCC and PCC clause 57.1 shall start on 01 October 2015 and remain valid upto 30 September 2016.

List of Defects are shown in Attachment-2 which shall be corrected by the Contractor within specified time as per GCC clause 57.2.

The Contractor shall submit a Final Account of works under GCC clause 83.1 before end of DLP.

The Contractor shall submit a new security covering fifty (50) percent amount of the Performance Security submitted at the time of Contract signing to cover the Defects Liability Period as per GCC Sub-clause 76.4.

  
08.10.2015

(Md. Hafizur Rahman)

Project Director and The Engineer

Additional Chief Engineer (CC), RHD

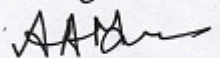
Joydebpur-Mymensingh Road Improvement Project  
Setu-Bhaban, Banani, Dhaka

পরীক্ষিত এবং সত্যিকার

(মোঃ সামসুল হক)

প্রকল্প পরিচালক (সহকারী, উপদেষ্টা), সেতু  
উন্নয়ন কর্তৃপক্ষ, মহামনসিংহ সেতু উন্নয়ন প্রকল্প  
সেতু ভবন, বনানী, ঢাকা।

Signed



কাজী আব্দুল আল-মামুন  
মোঃ আমান  
সেতু পরিদপ্তর ও মহাসড়ক বিভাগ  
সড়ক পরিবহন ও সেতু মন্ত্রণালয়  
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

Memo No. JMRIP-45/11-1288/1(4)

Dated : 08 October 2015.

Copy forwarded for kind information to:

1. The Secretary, Road Transport and Highways Division, Ministry of Road Transport and Bridges, Bangladesh Secretariat, Dhaka.
2. The Chief Engineer, Roads and Highways Department, Sarak Bhaban, Tejgaon, Dhaka. (with attachment 1&2)
3. The Additional Chief Engineer, RHD, Planning and Maintenance, Sarak Bhaban, Tejgaon, Dhaka.
4. The Additional Chief Engineer, RHD, Mymensingh Zone, Mymensingh.

(Md. Hafizur Rahman)

Project Director and The Engineer  
Additional Chief Engineer (CC), RHD  
Joydebpur-Mymensingh Road Improvement Project  
Setu-Bhaban, Banani, Dhaka

Memo No. JMRIP-45/11-1288/2(5)

Dated : 08 October 2015.

Copy for distribution with (attachment 1 & 2)

1. Additional Project Director (SE, RHD), JMRIP, Setu Bhaban, Banani, Dhaka.
2. Project Manager (EE, RHD) Contract No. 3 & 4, JMRIP, Setu Bhaban, Banani, Dhaka.
3. Team Leader, CSC, JMRIP, LBG-BCL Associates Ltd. House # 13, Sugondha R/A, Maskanda, Mymensingh
- ✓ 4. Mr. Md. Aminul Haque, Managing Director, SEL & Authorized Representative, MCCC(No.4)-SEL-TOM JV. (Contract No. WI-4), Eastern Manson (13<sup>th</sup> floor), 67/9, Pioneer Road, Kakrail, Dhaka.
5. Mr Engr. Tuhin-Bin Azam, Project Manager, MCCC(No.4)-SEL-TOMA JV. Trishal RHD Stackyard, Trishal, Mymensingh.

(Md. Hafizur Rahman)

Project Director and The Engineer  
Additional Chief Engineer (CC), RHD  
Joydebpur-Mymensingh Road Improvement Project  
Setu-Bhaban, Banani, Dhaka

স্বাক্ষরিত প্র. সচিব—

(মোঃ সামসুল হক)

একক পরিচালক (অঃপ্রঃ, চঃপ্রঃ), সওজ  
জয়দেবপুর-ময়মনসিংহ সড়ক উন্নয়ন প্রকল্প  
সেতু ভবন, বানানী, ঢাকা।

Signed

AAH

কাজী আব্দুল আল-মামুন  
প্রোগ্রামার  
সড়ক পরিবহন ও মরসুমিক বিভাগ  
সড়ক পরিবহন ও সেতু মন্ত্রণালয়  
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার



**Joydebpur-Mymensingh Road (N3) Improvement Project**  
**Contract Package No. WI-4**  
**Construction of**  
**Roymoni to Mymensingh Road Section (27.329 Km, 4 lanes)**  
**Ch. 59+850 to Ch. 87+179**

**Major Component of Works Completed**

Component	Unit	Work done Q'ty	Remarks
Embankment fill	Cum	717,667.86	25.29 Km
Improved Subgrade	Cum	207,721.16	25.29 Km, 4-lane
Sub base	Cum	220,217.84	25.29 Km, 4-lane
Agg. Base Type - I	Cum	92,107.92	25.75 Km, 4-lane
Agg. Base Type - II	Cum	121,927.24	27.12 Km, 4-lane
Bituminous Prime Coat	Sqm	510,951.26	25.75 Km, 4-lane
Bituminous Tack Coat	Sqm	408,207.79	25.96 Km, 4-lane
Bit. Binder Course	Cum	40,708.01	25.75 Km, 4-lane
Bit. Wearing Course	Cum	20,534.12	25.96 Km, 4-lane
Rigid Pavement (1368 m, 4 lane), C 30 Concrete	Cum	9,218.79	1.37 Km, 4-lane
Khru P.C Girder Bridge	(126 m length, 9.4 m width, 3 span, 1000 mm dia 500 m & 750 mm dia 600 m Pile)		Old 2 lane Bridge Retained
Sutia P.C Girder Bridge	(60 m length, 9.4 m width, 3 span, 750 mm dia 896 m Pile)		Old 2 lane Bridge Retained
Pagaria P.C Girder Bridge	(30 m length, 9.4 m width, 1 span, 750 mm dia 552 m Pile)		Old 2 lane Bridge Retained
<b>RCC Box Culvert :</b>	No.	51	New and Extension
Concrete - C 30	Cum	7,379.34	All concealed
Rebar	Ton	749.465	
New profile Concrete Kerb for Median & Island	LM	50,203.94	450 mm high above Road Surface
Footover Bridge	No.	02	At Trishai and Mymensingh
Road Traffic Signs & Signal	No.	253	Roymoni to Mymensingh

Certified that the works has been completed in compliance to the Contract.  
 Footover bridges construction will be completed in DLP.

*[Signature]*  
 05/10/15  
 OE, Consultant  
 A A Tarequejaman

*[Signature]*  
 05.10.2015  
 Resident Engineer, CSC  
 Chinnoy Samaddor

*[Signature]*  
 05/10/15  
 DTL/SRE, CSC  
 M M Sultan

*[Signature]*  
 Team Leader, CSC  
 M A Mercer

*[Signature]*  
 05/10/15  
 Md A H Tarafder  
 SDE, RHD

*[Signature]*  
 08.10.2015  
 ASM Nazmus Huda  
 Project Manager  
 EE, RHD

*[Signature]*  
 পরীক্ষিত এবং সঠিক

*[Signature]*  
 (মোঃ শহিদুল হক)  
 প্রকল্প পরিচালক (অঃমঃ, চঃমঃ), সওজ

*[Signature]*  
 05/10/15  
 Md Shamsul Haque  
 APO (S.E), RHD

*[Signature]*  
 08.10.2015  
 Md Hafizur Rahman  
 Project Director (ACE, CC)  
 JMR/P, RHD

*[Signature]*  
 Signed  
 AAM

কাজী আব্দুল আল-মামুন  
 প্রকল্প পরিচালক  
 সওজ পরিদপ্তর ও মহাপ্রকল্প পরিচালক  
 সওজ পরিদপ্তর ও সওজ মহাপ্রকল্প  
 পরিদপ্তর, বাংলাদেশ সরকার



Construction of  
Roymoni to Mymensingh Road Section (27.329 Km, 4 Lanes)  
Ch. 59+850 to Ch. 87+179

List of Structures

Sl No.	Location Ch.	Type of Structure	New/Extended	Size	Remarks
1	60+000	Box Culvert	New	3.0 x 5.0	
2	60+275	Box Culvert	New	1.5x1.5	
3	60+406	Box Culvert	New	1.5x1.5	
4	61+363	Bridge	PC Girder New 2-lane	126 m - 3 span	Old 2-lane retained
5	61+998	Box Culvert	New	3.0x3.0	
6	62+313	Box Culvert	New	6.0x4.0	
7	62+645	Box Culvert	Extended	3.0x3.0	
8	63+189	Box Culvert	Extended	6.0x3.0	
9	64+133	Box Culvert	New	2-2.5x2.5	
10	65+218	Box Culvert	Extended	3.0x2.0	
11	65+454	Box Culvert	New	1.0 x 1.0	
12	66+281	Box Culvert	Extended	3.0x2.0	
13	67+263	Box Culvert	Extended	3.0 x 2.2	
14	67+672	Bridge	PC Girder New 2-lane	60 m - 3 span	Old 2-lane retained
15	67+820	Box Culvert	New	1.5 x 1.5 x 6.0	Side Rd. (Trisal H)
16	67+920	Box Culvert	New	1.5x1.5	
17	68+006	Box Culvert	New	1.5 x 1.5 x 6.0	Side Rd. (Trisal Fd)
18	68+090	Box Culvert	New	1.5 x 1.5 x 6.0	Side Rd. (Trisal C.)
19	68+214	Box Culvert	New	1.5 x 1.5 x 8.0	Side Rd. (Nazrul)
20	68+404	Box Culvert	Extended	0.93 x 0.93	
21	69+415	Box Culvert	New	1.5x1.5	
22	69+759	Box Culvert	New	1.5x1.5	
23	70+341	Box Culvert	New	2-3.0x3.0	
24	70+788	Box Culvert	New	2-3.0x3.0	
25	71+388	Box Culvert	New	1.5x1.5	
26	71+562	Box Culvert	New	1.5x1.5	
27	71+836	Box Culvert	New	3.0x2.0	
28	72+157	Box Culvert	New	2-3.0x3.0	
29	72+403	Box Culvert	New	1.5x1.5	
30	72+645	Box Culvert	New	1.5x1.5	
31	73+935	Box Culvert	New	1.5x1.5	
32	74+440	Box Culvert	New	3.0x2.5	
33	74+840	Box Culvert	New	1.5x1.5	
34	75+176	Box Culvert	New	3.0x2.5	
35	75+746	Box Culvert	New	2-4.5x3.5	
36	76+206	Box Culvert	New	3.0x2.0	
37	76+980	Box Culvert	New	1.5x1.5	
38	77+593	Box Culvert	New	1.5x1.5	
39	77+933	Box Culvert	New	1.5x1.5	

*[Handwritten signatures]*

পরীক্ষিত এবং স্বাক্ষরিত

1/02/2019  
(মোঃ সাঈদুল হক)

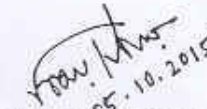
Signed  
AAM

কাজী আব্দুল আল-মামুন  
প্রোগ্রামার  
পল্লী পরিদপ্তর ও মহাসড়ক বিভাগ  
পল্লী পরিদপ্তর ও পল্লী মহাসড়ক  
পল্লী পরিদপ্তর ও পল্লী মহাসড়ক

Sl No.	Location Ch.	Type of Structure	New/Extended	Size	Remarks
40	78+106	Box Culvert	New	3.0x2.0	
41	78+605	Box Culvert	New	1.5x1.0	
42	79+060	Box Culvert	Extended	3-4.44x4.855	
43	80+051	Box Culvert	New	1.5x1.5	
44	81+215	Bridge	PC Girder New 2-lane	30 m - 1 span	Old 2-lane retained
45	81+600	Box Culvert	New	1.5x1.5	
46	81+773	Box Culvert	New	1.5x1.5	
47	82+507	Box Culvert	New	1.5x1.5	
48	83+096	Box Culvert	New	2-4.5x3.0	
49	84+108	Box Culvert	New	2-6.0x4.5	
50	84+796	Box Culvert	New	2.0x2.0	
51	85+080	Box Culvert	New	2.0x2.0	
52	85+325	Box Culvert	New	2-4.5x3.0	
53	86+132	Box Culvert	New	1.20 x 1.20	
54	86+442	Box Culvert	New	2.0x2.0	
55	88+543	Footover Bridge	New	31.90 x 14.97	Will be completed in DLP
56	88+898	Footover Bridge	New	31.90 x 14.97	

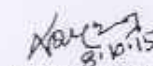
Note: All Box Culverts are concealed.

  
05/10/15  
OE, Consultant  
A A Tarequejaman

  
05.10.2015  
Resident Engineer, CSC  
Chinnoy Sammaddor

  
05/10/15  
DTUSRE, CSC  
M M Sultan

  
Team Leader, CSC  
M A Mercer

  
8.10.15  
Md A H Tarafder  
SDE, RHD

  
8.10.2015  
ASM Nazmul Huda  
Project Manager  
EE, RHD

  
05.10.15  
Md Shamsul Haque APD  
(S.E), RHD

  
08.10.2015  
Md Hafizur Rahman  
Project Director (ACE, CC)  
JMRIP, RHD

সার্বিকীকৃত হও; অস্বীকার

  
26/10/19  
(মোঃ সামসুল হক)  
প্রকল্প পরিচালক (সংশোধন, চরকা), সওদাগর  
অসমবন্দর-মহানগর-সড়ক উন্নয়ন প্রকল্প  
বেলু তবন, বনানী, ঢাকা।

Signed  
A.A.T.  
কাজী আব্দুল আল-মামুন  
প্রোগ্রামার  
সড়ক পরিবহন ও মহাসড়ক বিভাগ  
সড়ক পরিবহন ও সেতু মন্ত্রণালয়  
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার



Joydebpur-Mymensingh Road (N3) Improvement Project  
Contract Package no. WI-4  
Construction of  
Roymoni to Mymensingh Road Section = 27.329 Km, 4 Lanes  
Ch. 59+650 to Ch. 87+179

List of Defects in Completed Works

Any Defect will be notified by the Engineer as and when identified between 01 October 2015 and 30 September 2016, the Defects Liability Period (DLP) in accordance with General Conditions of Contract clause 57.1. The Contractor shall correct the notified defects within specified time as per GCC clause 57.2.


Contractor's failure to correction will be dealt under GCC clause 58.1.

  
05/10/15  
OE, Consultant  
A A Tareque@aman


  
05/10/2015  
Resident Engineer, CSC  
Chinmoy Samadder

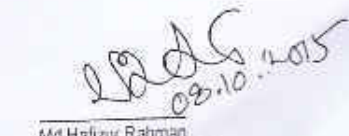
  
05/10/15  
DTUSRE, CSC  
M M Sultan

  
Team Leader, CSC  
M A Mercer


  
08/10/15  
Md A H Tarafder  
SDE, RHD

  
08.10.2015  
ASM Nazmul Huda  
Project Manager  
EE, RHD

  
08/10/15  
Md Shamsul Hoque  
APD (S.E), RHD

  
08.10.2015  
Md Hafizur Rahman  
Project Director (ACE, CC)  
JMRIP, RHD

স্বাক্ষরিত এবং সত্যক -

  
26/02/19  
(মোঃ সামসুল হক)  
প্রকল্প পরিচালক (অঃপ্রঃ, চঃদাঃ), সওজ  
জয়দেবপুর-ময়মনসিংহ সড়ক উন্নয়ন প্রকল্প  
সেতু ভবন, কক্সবাজার, ঢাকা।

Signed  
A A Tareque  
কাজী আব্দুল আল-মামুন  
প্রোগ্রামার  
সড়ক পরিবহন ও মহাসড়ক বিভাগ  
সড়ক পরিবহন ও সেতু মন্ত্রণালয়  
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার



গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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একশত টাকা

BEFORE ME, a Justice of the Peace, acting as a Magistrate, in and for the District of Dhaka, Bangladesh.

**JOINT VENTURE AGREEMENT**

This Joint Venture Agreement is made and entered into on the day of 26<sup>th</sup> October, 2010 by and among:

No.4 Metallurgical Construction Company of China Limited, having its registered office at No.436 Jianshe Road, Guozi City Jiangxi Province, P.R.China (hereinafter referred to as "MCCC (No.4)"); represented by Mr. YANG XIAO PING, General Manager of OVERSEAS COMPANY of The No.4 Metallurgical Construction Company of China Limited

AND

Mamun Enterprise (Pvt.) Ltd. duly organized and existing under the law of Peoples Republic of Bangladesh, having its registered office at 4 K.B Ismail Road, Mymensingh, Bangladesh (hereinafter referred to as "SEL"), represented by Md. Aminul Haque, Managing Director

AND

Toma Construction & Co. Limited, duly organized and existing under the law of Peoples Republic of Bangladesh, having its corporate office at Eastern Mansion, 13<sup>th</sup> Floor, 679 Pioneer Road, Kakrail, Dhaka-1000, Bangladesh (hereinafter referred to as "TOMA") represented by Mohd. Ataur Rahman Bhuiyan (Manik), Managing Director

In order to Participate for Bid for and perform the works of:

1. Construction of Maona to Roymoni Section (Chainage Km 30+250 to 59+850) of Joydebpur-Mymensingh Road (N3), Package No.W1-3
2. Construction of Roymoni to Mymensingh Section (Chainage Km 59+850 to 87+179) of Joydebpur-Mymensingh Road (N3), Package No.W1-4

(hereinafter referred to as the "Project"), issued by Roads and Highways Department, Ministry of Communications, Government of the People's Republic of Bangladesh (hereinafter referred to as the "Employer").

Whereas MCCC (No.4) and SEL and TOMA (hereinafter referred to as the "Partners" or individual as the "Partner") have agreed to form a Joint Venture to Pre-qualification/bid for and to execute the Project, if awarded to this Joint Venture or JV.

Whereas all Partners wish to combine and pool their individual resources with a view to meeting the required thereof and subsequently bidding for and execute the Project.

Whereas, therefore, in consideration of the mutual promises and agreements herein contained, Partners hereby agree as follows:

**NAME OF THE JOINT VENTURE**

The Joint Venture's name is "MCCC (No.4)-SEL-TOMA JV." (hereinafter referred to as the "Joint Venture").

WITNESSED BY ME

**TERM OF THE JOINT VENTURE**

The term of the Joint Venture shall be effective on the date of signing of this Agreement and shall expire on the 90th day after the Project has been completed and taken over by the Employer and all the relevant payments and accounts have been settled thereon and all concerned Partners as well as among the Partners.

The Joint Venture shall automatically be null and void in the case of the Partner's failure to comply with the terms of the Project.



Signed  
AAM

কাজী আব্দুল আল-মামুন  
মোহাম্মদ  
নব্ব্ব পরিদপ্তর ও মহাপ্রকৃতি বিভাগ  
নব্ব্ব পরিদপ্তর ও নব্ব্ব মহাপ্রকৃতি  
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার



গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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একশত টাকা

**LEAD PARTNER OF JOINT VENTURE:**

The No.4 Metallurgical Construction Company of China Limited (MCCC (No.4)) shall be the lead Partner of the Joint Venture and all communication between the employer and the Joint Venture in connection with the Project shall be addressed to:

3.1 Mailing Address: MCCC (No.4)-SEL-TOMA JV,  
House # 104-B, Lane # 8, New DOHS, Mohakhali, Dhaka, Bangladesh

3.2 Telephone, Fax and E-mail: Tel: 880-2-9893422  
Fax: 880-2-8711121  
E-mail: mde\_maq@yashon.com

**SHARE IN JOINT VENTURE**

- 4.1 The No.4 Metallurgical Construction Company of China Limited (MCCC (No.4)) share in the Joint Venture shall be 40% (Forty Percent)
- 4.2 Shanmin Enterprise (Pvt.) Ltd. (SEL) share in the Joint Venture shall be 30% (Thirty percent)
- 4.3 Toma Construction & Co. Limited (TOMA) share in the Joint Venture shall be 30% (Thirty percent)

**JOINT AND SEVERAL RESPONSIBILITIES AND LIABILITIES AMONG THE PARTNERS**

Each Partner of the Joint Venture shall be legally liable, jointly and severally responsible during the Pre-qualification/bidding periods and in the event of a successful bid during the Project execution in accordance with the contract terms.

**SCOPE OF WORK OF EACH PARTNER:**

The Scope of work of each Partner shall be as follows:

- 4.1 The No.4 Metallurgical Construction Company of China Limited (MCCC (No.4))
  - shall be responsible for overall project management
  - shall arrange initial investment and working capital
  - shall be responsible for general and site facilities
  - shall be responsible for road works, earth work etc
  - shall be responsible for Bridge & Culvert works etc
  - shall deploy skilled manpower and equipment etc.
- 4.2 Shanmin Enterprise (Pvt.) Ltd. (SEL)
  - shall be responsible for overall project management
  - shall arrange initial investment and working capital
  - shall be responsible for general and site facilities
  - shall be responsible for road works, earth work etc
  - shall be responsible for Bridge & Culvert works etc
  - shall deploy skilled manpower and equipment etc.

**DECLARATION BY ME**

- 4.3 Toma Construction & Co. Limited
  - shall be responsible for overall project management
  - shall arrange initial investment and working capital
  - shall be responsible for general and site facilities
  - shall be responsible for road works, earth work etc
  - shall be responsible for Bridge & Culvert works etc
  - shall deploy skilled manpower and equipment etc.

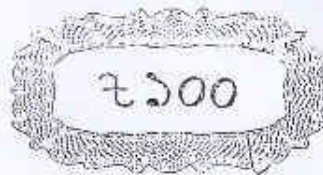
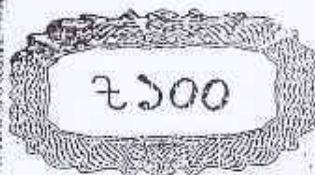
Signed by  
Name: /30



Signed  
AAM

কাজী আব্দুল আল-মামুন  
মোহাম্মদ  
পদক পরিচালক ও মহাপ্রকল্প পরিচালক  
পদক পরিচালক ও পদক পরিচালক  
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার





একশত টাকা

Page 3

**SCOPE OF THE JOINT VENTURE ACTIVITIES**

The Joint Venture activities shall be confined to the execution and maintenance of the Project.

**AUTHORIZED REPRESENTATIVE OF JOINT VENTURE**

Each Partner of the Joint Venture appoints to Md. Anisul Haque, Managing Director, Shamim Enterprise (Pvt.) Limited (SEL) as the Authorized Representative of the Joint Venture with full and complete authority to represent the Joint Venture.

**REPRESENTATIVES OF THE PARTNERS**

Each Partner of the Joint Venture appoints the following personnel as the Representative of the relevant Partner with full and complete authority to represent each Partner.

**Representative**

1. Mr. YANG XIAO PING  
General Manager of  
OVERSEAS COMPANY of  
The No.4 Metallurgical Construction Company  
of China Limited

**Partner**

The No.4 Metallurgical Construction Company of China Limited  
[MCCC (No.4)]

2. Md. Anisul Haque, Managing Director  
3. Mohd. Ataur Rahman Bhuiyan (Manik)  
Managing Director

Shamim Enterprise (Pvt.) Ltd. (SEL)  
Toma Construction & Co. Limited

**10. MANAGEMENT OF JOINT VENTURE**

10.1 Each Partner agrees to form a Management Committee and to appoint the following persons to be members of the Management Committee who shall be assigned the full authority and power to manage, control and supervise the operations of the Joint Venture for the purpose of ensuring the successful completion of the works under the Joint Venture.

**Member of the Management Committee**

**Partner**

1. Mr. YANG XIAO PING  
General Manager of  
OVERSEAS COMPANY of  
The No.4 Metallurgical Construction Company  
of China Limited

The No.4 Metallurgical Construction Company of China Limited  
[MCCC (No.4)]

2. Md. Anisul Haque, Managing Director  
3. Mohd. Ataur Rahman Bhuiyan (Manik)  
Managing Director

Shamim Enterprise (Pvt.) Ltd. (SEL)  
Toma Construction & Co. Limited

10.2 The No.4 Metallurgical Construction Company of China Limited [MCCC (No.4)] of the Partner-in-Charge shall act as the Chairman of the Management Committee.

**11. PERSONNEL & EQUIPMENT**

Each Partner shall participate in the Project by providing personnel, equipment as per requirement.

**AUTHENTICATED BY ME**

**12. WORKING CAPITAL, PROFIT/LOSS**

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

- In proportion to its share in the Joint Venture as stated in Clause 4 of this Agreement; or
- As determined by the Management Committee from time to time.

**MD. ABDUS SATTAH**

**NOTARY PUBLIC**

Govt. of Bangladesh

Ch-23/2, School 12nd  
Mohakhali, Dhaka.

Phone : 9208735

**13. BANK ACCOUNT**

Bank Account(s) shall be opened with the Schedule Bank(s) in Bangladesh in the name of MCCC (No.4)-SEL-TOMA. If the Project is awarded to the Joint Venture and at all times shall be operated by two partners of the Joint Venture or as decision of the Management Committee of the Joint Venture.

All receipts, cheques, pay orders, Bank drafts and all kinds of proceeds to be received from the Employer or receipts in connection with the Project shall be credited in the above account(s).



Signed  
AAS

কাজী আব্দুল আল-মামুন  
স্বাক্ষরিত ও সত্যায়িত  
স্বাক্ষরিত ও সত্যায়িত  
স্বাক্ষরিত ও সত্যায়িত



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**COST OF TENDER**

Each Partner shall bear all the costs associated with the preparation and delivery of tender of the Project in proportion to their respective shares in the Joint Venture as stated in Clause 4 of this Agreement.

*[Handwritten signature]*  
Page 4 of 5

**15. TAXES**

Each Partner shall be responsible for its own taxes, duties and other levies to be imposed on each Partner incurred in connection with the Project.

**16. ASSIGNMENT**

No Partner shall have the power or authority to assign its rights or delegate its duties under this Agreement and such attempted assignment or delegation shall be null and void unless consented to in writing by the other Partners.

**17. AMENDMENT**

No change, amendment or modification of the terms of this Agreement shall be valid unless produced in writing and signed by all Partners.

**18. APPLICABLE LAW**

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

**19. SETTLEMENT OF DISPUTES**

19.1 Any dispute or controversy arising among the Partners arising out of or in connection with this Agreement shall be amicably settled among the Partners.

19.2 Unless amicable settlement can be reached through negotiation by the Management Committee as stated in the preceding sub-clause, all dispute arising out of or in connection with this Agreement shall be settled under the provision of Bangladesh Arbitration Act 1940 and the venue of the Arbitration shall be Dhaka.

**20. ANNOUNCEMENTS**

No Partner shall be entitled to make or permit or authorize the making of any press release or other public transactions concerning this Agreement or any transactions in it without the prior written consent of the other Partners to it, except as required by the relevant authorities in which event such Partner shall first provide a copy of such statement release or disclosure to the other Partners and shall incorporate any amendments or additions reasonably required by the other Partners.

**AUTHENTICATED BY ME**

*[Handwritten signature]*

**MR. ABDUS SATTAR**

**NOTARY PUBLIC DHAKA**

**Govt. of Bangladesh**

**107, C/O-24/2, School Road**

**Mohakhali, Dhaka.**

**Phone : 9800735**



*Signed*  
*AAS*

কাজী আব্দুল আল-মামুন  
মোহাম্মাদ  
নব্ব্ব পরিদপ্তর ও মহাপ্রকৃতি বিভাগ  
নব্ব্ব পরিদপ্তর ও নব্ব্ব মহাপ্রকৃতি  
নব্ব্ব পরিদপ্তর ও নব্ব্ব মহাপ্রকৃতি



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Page 5 of 5

21. **DISSOLUTION OF JOINT VENTURE**  
That on dissolution of the Joint Venture, all assets including machinery, equipment and other materials purchased for the Joint Venture shall be disposed off to the highest bidder subject to the option of the Partners to buy at such prices to the exclusion of outside purchaser.
22. **OTHERS**  
Other matters not stipulated in this Agreement shall be subject to mutual agreement made at a later stage.
- In witnesses whereof, the undersigned have executed this Agreement as of the date and year first above written.

For and on behalf of  
The No.4 Metallurgical Construction Company of China Limited  
(MCC (No.4))

Mr. YANG XIAO PING  
General Manager of OVERSEAS COMPANY of The No.4  
Metallurgical Construction Company of China Limited

For and on behalf of  
Shamim Enterprise (Pvt.) Ltd. (SEL)  
Md. Aminul Haque  
(Md. Aminul Haque)  
Managing Director

For and on behalf of  
Toma Construction & Co. Limited

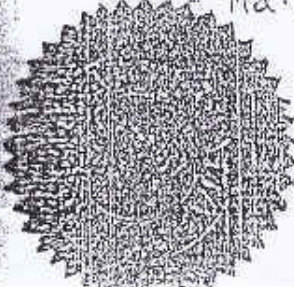
Mohd. Ataur Rahman Bhuiyan (Manik)  
Managing Director

AUTHENTICATED BY ME

MD, ABDUS SATTAR  
NOTARY PUBLIC DHAKA  
Govt. of Bangladesh  
G.P. Chak-24/2, School Road  
Muhakhali, Dhaka,  
Phone : 6666735

Witness: 1. ZHU YA

Md. Ashamul Haque



Signed  
AAM

কাজী আব্দুল আল-মামুন  
মোহাম্মাদ  
শিক্ষা পরিদপ্তর ও মহাপ্রাচীর বিভাগ  
শিক্ষা পরিদপ্তর ও শেখ হাসিনা  
শেখ হাসিনা বাংলাদেশ সরকার

**GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH**  
**ROADS AND HIGHWAYS DEPARTMENT**  
**KHULNA ZONE, KHULNA**

Memo No. : ৯৬৬

Date : 22/11/16

**COMPLETION OF PHYSICAL WORKS**

- |                              |  |
|------------------------------|--|
| 1. Tender ID No.             | : 33289  |
| 2. Contract Package No.      | : e-GP/02/ACE Khu/2015-2016.   |
| 3. Name of Contract          | : Base Strengthening with aggregate Base Type-I, DBS Base Course under Periodic Maintenance Programme (PMP-Road), (Ch. 10+000 to 17+640 = 7640.00m) and DBS Wearing course from Ch. 0+000 to 17+640 = 17640.00m Length of Kushtia(Bottoil)-Poradah-Alamdanga-Chuadanga Road (R-747) under Road Division Kushtia during the year 2015-2016. |
| 4. Name of Contractor        | : M/s. Mozahar Enterprise.   |
| 5. Contractor Address        | : 260, Rail Road, Daspara More, Bagerhat.  |
| 6. Road Division             | : Kushtia.   |
| 7. Date of Commencement      | : 05 <sup>th</sup> January, 2016.  |
| 8. Actual Date of Completion | : 17 <sup>th</sup> November, 2016.   |
| 9. Contract Price            | : Tk.17,23,02,119.731  |
| 10. Work Done Amount         | : Tk.17,22,94,689.975  |

*Verified & found correct.*  
*(স্বাক্ষরিত ও প্রমাণিত)*  
*(চলতি নথি)*  
*খুলনা জোন, খুলনা।*

This is to Certify that the Tender ID No. 33289, Contract Package No. e-GP/02/ACE Khu/2015-2016 under Road Division, Kushtia has been substantially completed all the physical works in all respect in accordance with drawing, design & specification.

The work consists of the following major items :

- |   |               |
|---|---------------|
| 1. Construction of soil earthen shoulders | = 4578.60 cum |
| 2. Aggregate base type-I                  | = 6303.00 cum |
| 3. DBS Base Course                        | = 1680.80 cum |
| 4. DBS Wearing Course                     | = 4851.00 cum |
| 5. Road marking-Thermoplastic material    | = 705.60 sqm  |

1212  
স্বাক্ষরিত  
24-11-16.  
তারিখ

*22/11/16*  
Executive Engineer, RHD  
Road Division, Kushtia

*22/11/16*  
Superintending Engineer, RHD  
Road Circle, Khulna

*24.11.16*  
Additional Chief Engineer, RHD  
Khulna Zone, Khulna.

*Signed*  
*AAM*  
কাজী আব্দুল আল-মামুন  
যোগাযোগ  
পত্র পরিবহন ও মহাসড়ক বিভাগ  
সড়ক পরিবহন ও সেতু মন্ত্রণালয়  
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার





e-GP - 11, 13, 14, 08,  
10, 05, 09, 17,  
15.

# Completion Certificate

Name of RHD Office : Kushtia, (Division Office)  
Name of Contractor : M/S. Mozahar Enterprise  
Name of Contract : Base strengthening with aggregate Base Type-1, DBS Base Course under (PMP Road) and DBS Wearing course at different Ch. of Kushtia (Bottol)-Poradah-Alamdanga-Chuadanga Road (R-747) under Road Division, Kushtia during the year 2015-2016.  
Contract Number : e-GP/02/ACE Khu/2015-2016 (Re-Tender)  
Name of Project : 4936 - 31 - PMP Roads (GOB)  
Budget Head : Revenue  
Value of Contract : Tk.172,301,896.40(seventeen crore twenty-three lac one thousand eight hundred ninety-six taka and forty paise only)  
Value of Work Done : TK. 172,294,466.63 (seventeen crore twenty-two lac ninety-four thousand four hundred sixty-six taka and sixty-three paise only)  
Commencement Date : 05 January 2016  
Planned Completion Date : 22 May 2016  
Actual Completion Date : 20 October 2016  
Signature of Engineer :  
Name of Engineer :  
Designation of Engineer :  
Date of Signature :  
Seal of the Office :  
Signature of Contractor :  
Proprietor

Verified & found correct  
(মোঃ রহুল আমিন)  
অতিরিক্ত প্রধান প্রকৌশলী, সড়ক  
(চলতি দায়িত্ব)  
খুলনা জোন, খুলনা।

(মোঃ রফিকুল ইসলাম)  
পরিচালক সিস-৬০১৯০১  
নির্বাহী প্রকৌশলী (উপ দায়িত্ব) সড়ক  
ময়ূর বিজ্ঞান, কুষ্টিয়া।

স্বাক্ষরিতঃ ইসলাম খান  
পরিচালক সিস-৬০১৯০১  
অতিরিক্ত প্রধান প্রকৌশলী, সড়ক  
সড়ক সার্কেল, খুলনা।

স্মারক নং- 1212  
তারিখ- 24-11-16

(Md. Ruhul Amin)  
Addl. Chief Engineer, RHD  
(Current Charge)  
Khulna Zone, Khulna

Signed  
AAH  
কাজী আবদুল আল-মামুন  
মোহাম্মাদ  
সড়ক পরিবহন ও মরসড়ক বিভাগ  
সড়ক পরিবহন ও সেতু মন্ত্রণালয়  
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH  
ROADS AND HIGHWAYS DEPARTMENT  
KHULNA ZONE, KHULNA

Memo No. : ৯) ১৬

Date : 22/11/16

**COMPLETION OF PHYSICAL WORKS**

- |                              |  |
|------------------------------|--|
| 1. Tender ID No.             | : 33289  |
| 2. Contract Package No.      | : e-GP/02/ACE Khu/2015-2016.   |
| 3. Name of Contract          | : Base Strengthening with aggregate Base Type-I, DBS Base Course under Periodic Maintenance Programme (PMP-Road), (Ch. 10+000 to 17+640 = 7640.00m) and DBS Wearing course from Ch. 0+000 to 17+640 = 17640.00m Length of Kushtia(Bottoil)-Poradah-Alamdanga-Chuadanga Road (R-747) under Road Division Kushtia during the year 2015-2016. |
| 4. Name of Contractor        | : M/s. Mozahar Enterprise.   |
| 5. Contractor Address        | : 260, Rail Road, Daspara More, Bagerhat.  |
| 6. Road Division             | : Kushtia.   |
| 7. Date of Commencement      | : 05 <sup>th</sup> January, 2016.  |
| 8. Actual Date of Completion | : 17 <sup>th</sup> November, 2016.   |
| 9. Contract Price            | : Tk.17,23,02,119.731  |
| 10. Work Done Amount         | : Tk.17,22,94,689.975  |

Verified & found correct.  
(মোঃ মুহম্মদ আলী, সচিব)  
(চলতি নাসিহত)  
খুলনা জোন, খুলনা।

This is to Certify that the **Tender ID No. 33289, Contract Package No. e-GP/02/ACE Khu/2015-2016** under Road Division, Kushtia has been substantially completed all the physical works in all respect in accordance with drawing, design & specification.

The work consists of the following major items :

- |   |               |
|---|---------------|
| 1. Construction of soil earthen shoulders | = 4578.60 cum |
| 2. Aggregate base type-I                  | = 6303.00 cum |
| 3. DBS Base Course                        | = 1680.80 cum |
| 4. DBS Wearing Course                     | = 4851.00 cum |
| 5. Road marking-Thermoplastic material    | = 705.60 sqm  |

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স্বাক্ষর - 24-11-16.  
তারিখ -

22/11/16  
Executive Engineer, RHD  
Road Division, Kushtia

22/11/16  
Superintending Engineer, RHD  
Road Circle, Khulna

22/11/16  
Additional Chief Engineer, RHD  
Khulna Zone, Khulna.

Signed  
AAM  
কাজী আব্দুল্লাহ আল-মাহমুদ  
যোগাযোগ  
পত্র পরিবহন ও মহাসড়ক বিভাগ  
সড়ক পরিবহন ও সেতু মন্ত্রণালয়  
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার