

Memo No. SASEC PM-2/24

Date : 21.07.2013

## Experience Certificate

This is to certify that China Geo-Engineering Corporation-Rising Construction Jv. of House No # 5, Road No # 8, Block # J, Baridhara, Dhaka, Bangladesh has taken over and successfully completed the Road Improvement Component (RIC-I) of the project "Road Network Improvement and Maintenance Project-II", which is financial Assistances by Asian Development Bank (ADB). The name of the Road Improvement Component (RIC-I) is "Construction of Road from ch. 00+000 km to 15+800 km of Nandail-Kishoreganj Road ch. 31+625 km to 46+400 km of Khurshidmahal Bridge to Kishoreganj Road and 3 nos. Bridge". The Road Improvement Component (RIC-I) consists of the following :

Details Information of Works is Given Bellow :

01. Total Length of Road : 30.575 km
02. Lanes of Road : 2 lane
03. No of Bridge & Culverts : 5 nos. Bridge & culvert (25 nos. new + 12 nos. extension)
04. Details of Bridge

Name of Road	Bridge No	Location (km)	Length	Type	Width, meter	Carriage way, Meter	Piling works		
							Total No.	dia	Length, Meter
Bhaluka-Hossainpur Road	1	6+193	1 x 35m span	PC Girder Bridge	12.8	10.3	40	0.75m	30
	2	11+735	3 x 30m span	PC Girder Bridge	12.8	10.3	60	0.75m	28
	3	13+510	2 x 35m span	PC Girder Bridge	12.8	10.3	50	0.75m	29 (pier) 23 (abutment)
	4	33+720	3 x 30m span	PC Girder Bridge	12.8	10.3	64	0.75m	27.282 (pier) 28 (abutment)
Hossainpur-Kishoreganj Road	5	42+180	2 x 35m span	PC Girder Bridge	12.8	10.3	58	0.75m (abutment) 0.60m (pier)	29

05. Width of Culverts : 12.2 m
06. Quantity of Bridges, Culverts and RCC Works : 7337.03 Cu.m
07. Volume of Earth Work : 547070.17Cu.m
08. ISG Work Quantity : 143425.22Cu.m
09. Sub Base work : 84894.32Cu.m
10. Aggregate Base Type 1 : 51689.34 Cu.m
11. Asphalt work (Binder + wearing) : 32421.81 Cu.m

Signed  
AAM

কাজী আব্দুল্লাহ আল-মামুন  
সেচিয়াস  
সড়ক পরিবহন ও মরসিলা বিভাগ  
সড়ক পরিবহন ও সেতু মন্ত্রণালয়  
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

The total Contract price for the Road Improvement Component (RIC-I) is BDT 1,835,800,568.72 Share for CGC is 49% and RC is 51% of the Joint Venture as per Joint Venture Agreement.

The Project has completed on 20/06/2013.

21.7.2013  
Md. Rezaul Alam

ID No-000433

Project Manager-2 (EE), RHD

SASEC Road Connectivity Project

[ Former Project Manager-1 (E.E), RHD, Road Network  
Improvement and Maintenance Project-II ]

To:

✓ Authorized Representative

China Geo-Engineering Corporation-Rising Construction Jv.

House No # 5, Road No # 8,

Block # J, Baridhara, Dhaka.

Distribution:-

1. Project Director [ACE] RHD , SASEC Road Connectivity Project, Niketon, Gulshan-1, Dhaka.
2. Additional Project Director [SE] RHD , SASEC Road Connectivity Project, Niketon, Gulshan-1, Dhaka.

Signed  
AAM

কাজী আব্দুল আল-মামুন  
সহকারী প্রকল্প পরিচালক  
সড়ক পরিবহন ও যান্ত্রিক বিভাগ  
সড়ক পরিবহন ও সেতু মন্ত্রণালয়  
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

Certificate SL NO.43/RAB R

GOVERNMENT OF THE PEOPLES REPUBLIC OF BANGLADESH  
OFFICE OF THE PROJECT DIRECTOR (ACE), RHD, RNIMP-II  
132/4, New Bailey Road, Dhaka-1000

Road Network Improvement and Maintenance Project-II  
Road Improvement Component (RIC), Contract No. 1  
ADB Loan No. 2021-BAN (SF)

**DEFECTS LIABILITY CERTIFICATE**

Name of the Road	Khurshid Mahal Bridge – Kishoreganj Road (from Km.31+625 to Km.46+400=14.775Km) and 3 nos bridges and their approaches on Bhaluka – Gaffargaon Road
Date of Letter Acceptance	27.04.2008
Date of Commencement	25.06.2008
Original date of Completion	24.06.2011
Revised date of Completion	24.06.2012
Date of Completion	23.06.2012
Total Period	48 Months
Contract Price	Tk.1,835,800,568.72
Exch. Rate	1 USD = Tk. 69.20 1 GBP = Tk. 138.2881

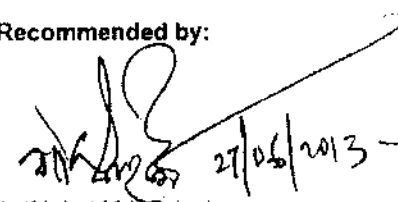
The contractor has completed outstanding works and snag list stated in Taking Over Certificate and executed all works required to remedy defects or damage during the defects liability period which expires on June 23, 2013.

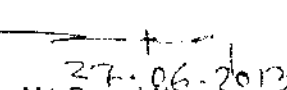
The Defects Liability Certificate is issued in compliance with the General Conditions of Contract. Clause No.11.9 against contractor memo no. CGC-BD/Project/2013/009 dated June 27, 2013.

  
Qin Yong  
General Manager  
CGC-RC Joint Venture

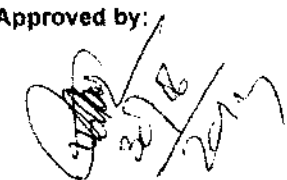
Date: June 27, 2013

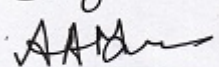
Recommended by:

  
Asif Iqbal Md. Faisal  
Deputy Project Manager  
RHD, RNIMP-II

  
Md. Rezaul Alam  
Project Manager  
RHD, Kishoreganj

Approved by:

  
Deleep Kumar Guha  
Project Director (ACE)  
RHD, RNIMP-II

Signed  
  
কাজী আব্দুল আল-মামুন  
প্রোগ্রামার  
পল্লী পরিদর্শন ও মহাসড়ক বিভাগ  
সড়ক পরিদর্শন ও সেতু মন্ত্রণালয়  
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

GOVERNMENT OF THE PEOPLES REPUBLIC OF BANGLADESH  
OFFICE OF THE PROJECT DIRECTOR (ACE), RHD, RNIMP-II  
132/4, New Bailey Road, Dhaka-1000

Certificate No. 43/RAB

Road Network Improvement and Maintenance Project-II  
Road Improvement Component (RIC), Contract No. 1  
ADB Loan No. 2021-BAN (SF)


TAKING OVER CERTIFICATE

Name of the Road	: Nandail - Kishoreganj Road (from Km.0+000 to Km.15+800=15.8Km)
Date of Letter Acceptance	: 27.04.2008
Date of Commencement	: 25.06.2008
Original date of Completion	: 24.06.2011
Revised date of Completion	: 24.06.2012
Date of Completion	: 23.06.2012
Total Period	: 48 Months
Contract Price	: Tk.1,835,800,568.72
Exch. Rate	: 1 USD = Tk. 69.20
	: 1 GBP = Tk. 138.2881

The works have been done under the terms and condition of the contract and completed on June 23, 2012. The Taking Over Certificate is issued in compliance with the General Conditions of Contract, Clause No.10.2 to which appended conditions are applicable against contractor memo no. CGC-BD/Project/2012/068 dated June 23, 2012.

The list of snags and remaining works have been prepared after inspection is appended to this certificate. Any further defects likely to develop shall be remedied during the defects liability period which expires on June 23, 2013.

The representative of the contractor agrees fully to the above facts and undertakes the responsibility to fulfill the appended conditions, to complete the remaining works to be done as listed and also to attend / rectify the snags are listed, latest September 30, 2012.

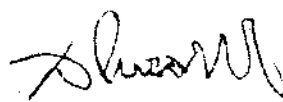
  
Qiu Wang  
General Manager  
CGC-RC Joint Venture


Date: June 23, 2012

Recommended by:


1. Consultants

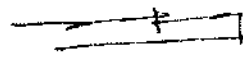
  
M. Shahjahan  
Resident Engineer  
RNIMP-II, Contract No.1


  
David Russell  
Senior Resident Engineer  
RNIMP-II

  
Teoh Soon Hooi  
Team Leader  
RNIMP-II

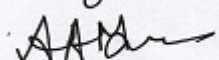
2. Roads & Highways Department

  
Ahmad Sharif Shajib  
Deputy Project Manager  
RHD, RNIMP-II

  
Md. Rezaul Alam  
Project Manager  
RHD, Kishoreganj

  
Deleep Kumar Guha  
Project Director (ACE)  
RHD, RNIMP-II

Signed



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

# NOTARY PUBLIC BANGLADESH

**SYED BADRUDDUZA NURI**

Advocate, LL. B. (Hon's) LL.M.  
Notary Public (Whole of Bangladesh)  
Govt. of Bangladesh  
6, D.I.T Avenue Motijheel, Dhaka-1000  
Phone : (Office) 9569714 (Res) 7281295



Certificate No. 10

Date 30-07-06

## Notarial Certificate

*To all Whom these Presents shall Come*

*I, Syed Badrudduza Nuri duly appointed as Notary Public for the whole of Bangladesh by the Government of the People's Republic of Bangladesh duly admitted declared and practising in Bangladesh as Notary do hereby certify and attest that the Joint venture Agreement Executed between*

*annexed document signed executed or sworn, in favour of*  
"CGE" - "RC" Joint venture  
*(as annexed)*

*In Testimony whereof I have hereunto set my hand and Notarial seal this the 30th day of July Two thousand Aw Six.*



**SYED BADRUDDUZA NURI**

Advocate, LL. B. (Hon's) LL.M.  
Notary Public (Whole of Bangladesh)  
Govt. of Bangladesh  
6, D.I.T Avenue Motijheel, Dhaka-1000  
Phone : (Office) 9569714 (Res) 7281295

**SYED BADRUDDUZA NURI**

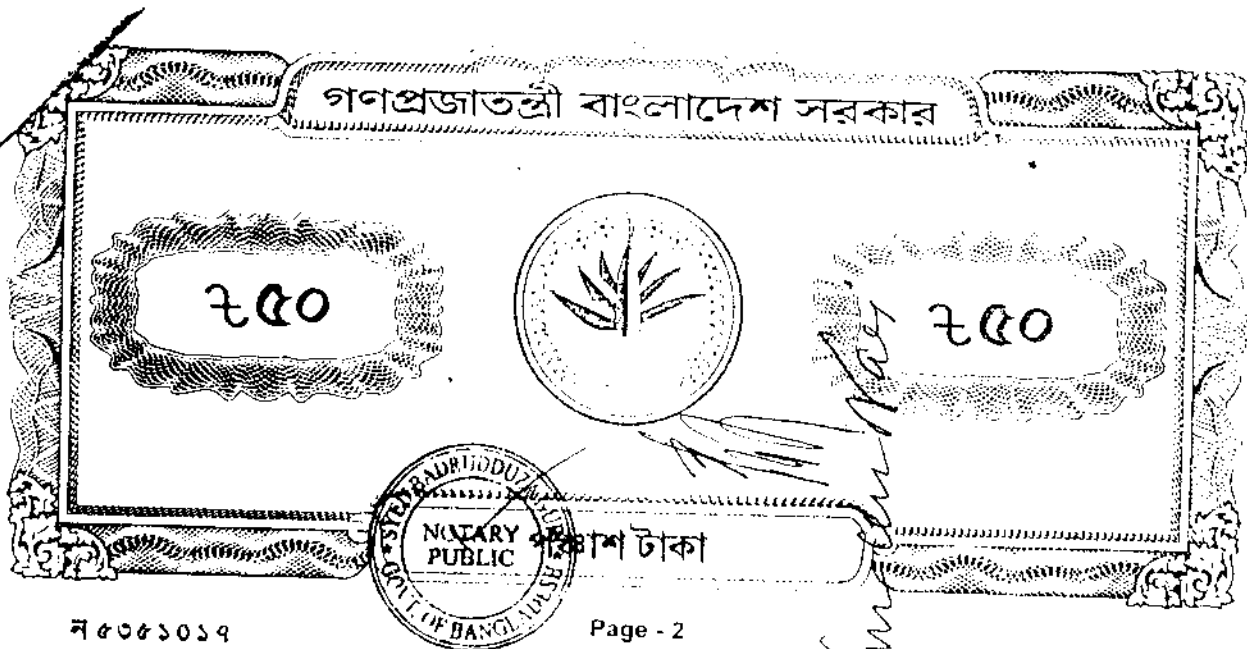
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Notary Public (Whole of Bangladesh)  
Govt. of Bangladesh  
6, D.I.T Avenue Motijheel, Dhaka-1000  
Phone : (Office) 9569714 (Res) 7281295

Signed  
AAN

কাজী আব্দুল আল-মামুন  
স্বাক্ষরকারী  
নব্ব্ব পবিত্রমণ্ডল ও মহানগর বিভাগ  
নব্ব্ব পবিত্রমণ্ডল ও মহানগর  
নব্ব্ব পবিত্রমণ্ডল ও মহানগর







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**3. TERMS OF THE JOINT VENTURE:**

- 3.1 The term of the joint venture shall be effective after signing this agreement and shall expire on the 90<sup>th</sup> day after issuance of liability certificate by the employer and all the relevant payments and accounts have been settled to each concerned party, as well as between all partners.
- 3.2 The joint venture shall be automatically null and void, where the joint venture is disqualified for the projects or fails in bidding of the aforesaid projects.
- 3.3 This joint venture agreement provides that any change in the authorized signatory of any partner subsequent to the signing of the JV agreement, shall be validated according to the relevant procedure specified in the memorandum between partner firms. And prior approval obtained from the employer for such change will be necessary.

**4. LEAD COMPANY & PARTNER IN - CHARGE:**

- 4.1 CGC shall be appointed as the lead partner of the joint venture.
- 4.2 CGC shall be the partner in - charge.
- 4.3 CGC shall be authorized to take full responsibilities to receive instructions from employer / consultants or any other concerned authorities on behalf of any and all partners of the joint venture.

**5. SHARE OF JOINT VENTURE AND PROFIT AND LOSS:**

- 5.1 CGC's share shall be 49% (Forty Nine Percent).
- 5.2 RC's share shall be 51% (Fifty One Percent).

**6. RESPONSIBILITIES AND LIABILITIES BETWEEN PARTNERS:**

- 6.1 Both parties shall be jointly and severally take responsibilities and liabilities for the execution of the contract(s).
- 6.2 All partners of the joint venture shall be jointly & severally legally liable during the prequalification, bidding & for due performance of the contract(s) within the entire duration of the contract(s) including the defect liability period & till the works have been taken over by the employer & till the accounts have been fully settled between the employer and the joint venture.
- 6.3 Due to default / withdrawal of any partner, indemnities shall have to be considered by the remaining partner / partners of the joint venture as a course of recourse.

**ATTESTED**

SYED RAQIUDDUZA NURI

Notary Public for Bangladesh  
Office: 100, Tejgaon, Dhaka-1215  
Phone: 9661199, 9661205

Contd. P/3

Signed  
AAM

কাজী আব্দুল আল-মামুন  
মোহাম্মাদ  
পদক পরিচালক ও মহাপ্রকৃতি বিভাগ  
পদক পরিচালক ও পদক পরিচালক  
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার