

Government of the People's Republic of Bangladesh

Ministry of Road Transport and Bridges

Bridges Division

Bangladesh Bridge Authority

MULTILANE ROAD TUNNEL UNDER THE RIVER KARNAPHULI

Contract

For

**BANGLADESH NAVY SECURITY SUPPORT UNIT
(BN SSU)**

Between

Bangladesh Bridge Authority (BBA)

And

Bangladesh Navy (BN)

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার



ক্রম
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This Contract (hereinafter, the "Contract") for Bangladesh Navy Security Support Unit ("BN SSU") is made on the 11th day of the month of February 2019

Between

Bangladesh Bridge Authority, Bridges Division, Ministry of Road Transportation and Bridges of the People's Republic of Bangladesh, Setu Bhaban, New Airport Road, Banani, Dhaka 1212, Bangladesh (hereinafter called the "Client", which expression shall wherein the context so admits mean and include its successors-in-interests, administrators, legal representatives and assigns), represented by Quazi Md. Ferdous, Chief Engineer, of the one part.

And

The Directorate of Naval Operations, Operations Branch, Naval Headquarters, Bangladesh Navy, Banani, Dhaka-1213 Bangladesh (hereinafter called the "BN", which expression shall wherein the context so admits mean and include its successors-in-interests, administrators, legal representatives and assigns), represented by Mahmudul Malek, Commodore BN, on the other hand.

(The above mentioned entities hereinafter collectively referred to as the "Parties" and individually a "Party").

Whereas

- a) On getting approval of the Armed Forces Division (as more fully described in Annexure A), both Parties signed a Memorandum of Understanding ("MOU") on 08 April 2018, (attached here as Appendix 1), in relation to the "Services" (as defined in Annexure A) required by the Client and agreed to be provided by BN under this Contract.
- b) The terms and conditions including fees, terms of payment etc. are being set forth, on mutual agreement, through this Contract.

Now THEREFORE the Parties do hereby agree to the following terms and conditions:

"দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন"



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1. The BN shall constitute a Security Support Unit ("SSU") which shall provide the Services for the Project for a period of four (04) years from the date of execution of this Contract.
2. The Project area in relation to which the Services need to be provided has been described in detail in Annexure A.
3. The following documents attached hereto shall be deemed to form an integral part of this Contract.
 - (i) Annexure A: Terms of Assignment for BN SSU.
 - (ii) The Annexure B: Cost Estimate.
 - (iii) The Annexure C: BN SSU Payment Schedule.
4. BN shall provide the Services by forming an SSU in accordance with the provisions of this Contract in a professional manner with proper care and diligence.
5. The Client shall make payments to the BN in accordance with the provisions of the payment schedule in Annexure C.
6. Notwithstanding any other provisions of this Contract, payment under this Contract shall not exceed **BDT 65,00,78,280.00 (Bangladeshi Taka Sixty-Five Crore Seventy-Eight Thousand Two Hundred Eighty only)**.
7. The Parties through mutual agreement may extend the Contract Period and change the scope of work and revise the payment rate for the services to be provided, as deemed necessary.
8. This Contract may be amended only by a written instrument executed by the Parties to this Contract.
9. This Contract, and the documents referred to in it, constitute the entire agreement and understanding between the Parties relating to the subject matter of this Contract and no Party has entered into this Contract in reliance upon any representation, warranty or undertaking of the other Party which is not set out or referred to in this Contract. The Parties agree that this Contract supersedes the MOU dated 08 April 2018 executed between the Parties.

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”



ক্রম
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10. Nothing in this Contract shall be deemed to constitute a partnership between the Parties nor constitute any Party the agent of the other Party for any purpose.
11. In case of any dispute, the Parties shall use reasonable endeavors to amicably resolve the dispute. If the Parties are unable to resolve the dispute within 30 days of the dispute arising, then it shall be referred to and finally resolved through discussions between the Secretary of the Ministry of Road Transport and Bridges and the head of the Armed Forces Division ("AFD").
12. This Contract shall be governed by and construed in accordance with the laws of Bangladesh.

IN WITNESS WHEREOF, the Parties have signed this Contract in their respective names and have caused this Contract to be executed on the day, month and year first above written.

For and on behalf of Client

(Quazi Md. Ferdous)

Chief Engineer & Authorized Representative
Bangladesh Bridge Authority

Bridges Division

Ministry of Road Transportation and Bridges

Chief Coordinator, Safety and Security
Supervision Consultant

For and on behalf of Bangladesh Navy

(Md. Mahmudul Malek)

Commodore BN
Director of Naval Operations
Bangladesh Navy

Banani, Dhaka-1213

Witness:

1. (Md. Abdur Rahman Tarafder)

Deputy Director (Admin, LA & Resettlement)
Multi-Lane Karnaphuli Tunnel Project

Bangladesh Bridge Authority

Ministry of Road Transport and Bridges

Witness:

1. Md. Nazrul Islam

Assistant Engineer
Multi-Lane Karnaphuli Tunnel Project

Bangladesh Bridge Authority

Ministry of Road Transport & Bridges

Witness:

1. M. MARIFUL ISLAM

Commander BN
Deputy Director (SD&C)
Naval Headquarters
Banani, Dhaka-1213

“দেশসেবের শপথ নিন, দুর্লভিতকে বিদায় দিন”

Terms of Assignment

for

BANGLADESH NAVY SECURITY SUPPORT UNIT (BN SSU)

For

Construction of Multi-Lane Road Tunnel under the River Karnaphuli, its Approach Roads at Both sides and Selected Tunnel End Facilities and Service Areas Both at Anwara (East) and Patenga (West), (the "Project")

1. Background

The Bangladesh Bridge Authority ("BBA"), under the Bridges Division, Ministry of Road Transport and Bridges, Government of the People's Republic of Bangladesh, has entrusted the Directorate of Naval Operations, Operations Branch, Naval Head Quarters("NHQ"), Bangladesh Navy ("BN") for constituting a Security Support Unit ("SSU")for providing the Services (as defined below) in relation to the Project.

2. Authority

After different correspondences between the Prime Minister's Office, Armed Forces Division ("AFD"), NHQ and BBA, the AFD approved the deployment of BNfor provision of the Servicesby forming an SSU for the Project. After AFD's approval, the BBA signed an MOU on 08 April 2018 with the BN for the provision of the Services. The NHQ has given the responsibility of SSU to the Commander Chittagong Naval Area ("COMCHIT"). However, the Services will be administered under the overall control of Directorate of Naval Operations at NHQ.

3. Project Area:

The Projectarea comprises of the following components:

- Patenga side approach road and selected tunnel end facilities ("TEF"):Patengaapproach road atwest bank is 550m long, including a toll plaza which is 400 m long. The TEF includes a service area (West), which will include office building, residential premises for BBA officials, employer's supervision office, BN SSU base with accommodation and office building;
- Main tunnel structure 3,315 m long (the open section on west bank 200 m long, buried section on west bank 195 m long, working shaft on west bank 25 m long, shield section 2,450 m long, working shaft on east bank 25 m long, buried section on east bank 230 m long and open section on east bank 190 m long);
- Anwara side approach road and selected tunnel end facilities ("TEF"):Approach road on Anwaraside on east side is 5,400m long (including the 750m long viaduct and 400 m long toll plaza). The TEF includesservice area (East), which will also include office building andofficers' accommodation.

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The BN SSU will provide the security support to all the above-mentioned areas of this Project.

4. Responsibilities of Security Support Unit ("SSU")

The SSU shall, for the purpose of providing security support to personnel, equipment, material and infrastructure of the Project in the areas specified above (the "Services"), undertake tasks which shall include but shall not be limited to the following:

- (i) BN SSU will review, supervise and monitor the implementation of security and safety plan to be provided by the contractor appointed for the construction of the tunnel(the "Tunnel Construction Contractor") on behalf of Project Director (PD) of this Project.
- (ii) BN SSU will identify and undertake,any additional measures (at no additional cost to the Client)in consultation withBBA, whichare required to ensure the security and safety ofthe Project.
- (iii) BN SSU will review and examine the Tunnel Construction Contractor's security system.
- (iv) The BN SSU shall review the Tunnel ConstructionContractor'splan for traffic management in river and on land during construction.
- (v) The BN SSU shall identify, classify, analyse potential risks and threats posed on the Project to limit the consequences of risks/hazards.

5. Obligations of the Parties

- (i) BN shall provide all necessary cooperation and assistance as per requirement of the Client in relation to the Services.
- (ii) For initial deployment of BN SSU, 25 acres of land at Anowara side shall be allocated by the Client. Required land filling cost of developing the area for the operation of SSU shall be borne by the Client.
- (iii) The Parties may establish a Joint Working Group (JWG) which shall carry out any or all activities, subject to the applicable laws, rules, regulation and national policies and shall assist in obtaining required approvals and permits from the relevant Government or other authorities in relation to Project implementation.
- (iv) The BN SSU shall establish a self-sufficient security base on either side of the river Karnaphuli according to the approved design by BN, from the approved Contractpayments as per Annexure B. It is further clarified that no additional costs shall be borne by the Client in this regard.
- (v) All kind of first aid medical treatment to the foreign and local tunnel consultants and/or Tunnel Construction Contractor's personnel working on the Project may be carried out by BN in their hospital at Chittagong and any further treatment, if required, shall be provided by the Client themselves from other government or private hospitals. The cost of the treatment




ANNEXURE A (Rev)

provided in BN hospital shall be borne by the tunnel consultant and/or the Tunnel Construction Contractor, as the case may be.

(vi)

To ensure security and to facilitate the construction works of the tunnel for the Project, entry shall be restricted from westpoint gate of Bangladesh Naval Academy ("BNA") up to the area of hotel Peninsula, Patenga. In this regard, one gate with guard room/ sentry post is to be established on the T-Junction near BNA west point gate; and another gate with guard room/ sentry post is to be established on the river-side road by the BN SSU from the approved Contract payments as per **Annexure B**. Similar arrangements shall also be made by the BN SSU on eastern side of the Project area.

(vii)

A well-articulated Standard Operating Procedures ("SOP") in relation to the Services is to be formulated by involving both the Parties and the said SOP is to be followed strictly. The SOP shall also set out the names of the officials and personnel including workers and security staffs who shall be responsible for providing the Services. This will enhance the security measures adopted for the Project.

(viii) Vehicles of all types (including vehicles engaged in security duties), are to be used judiciously, as may be mutually agreed by the Parties. Policy for use of vehicle shall be formulated with specific guideline of the relevant vehicle control authority.

(ix) The Bangladesh Navy shall conduct yearly audits on the BN SSU services under this Contract and a copy of the said yearly audit reports shall be shared with BBA for reference and records.

6. Financial Matters.

The breakdown of total cost estimates provided by the BN is given under **Annexure-B**. The payments to BN by the Client shall be made in accordance with the Payment Schedule given under **Annexure-C**.

7. Conclusion.

The BN shall form an SSU and shall be responsible for providing the Services in relation to the Project with necessary guidance from COMCHIT and with due intimation to NHQ.

*Dipanjan
Mukherjee*

ANNEXURE-B

**KARNAPHULI TUNNEL PROJECT
BN SECURITY SUPPORT UNIT (SSU)
SUMMARY OF EXPENDITURE**

Sl. No.	Items/Heads	Total Amount in Taka
1	Establishment Expenditure	389,010,000.00
2	Running Expenditure	197,141,280.00
3	Personnel Project Allowance	63,927,000.00
	Grand Total	650,078,280.00

Note: The headwise expenditure may vary according to market price, operational requirement or force majeure. In such cases, the expenditure of the respective heads may be adjusted/transfer between the heads as convenient. However, the total amount of BDT 650,078,280.00 will remain fix.

22/03/2023 *MMM*

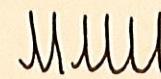
ANNEXURE-B1

KARNAPHULI TUNNEL PROJECT**COST ESTIMATE****Financial Involvement for Security Support Unit (Personnel Monthly Project Allowance)**

Sl. No.	Category of Staff	Description	General Qualification	Specific Expertise and Experience In Project Works Relevant to the Project	Man/ Month	Rate in Taka (Starting Basic)	Project Allowance	Amount In Taka	Remarks
1	Officer								
1.1	Capt	Commander SSU	Experience in related fd		1	61,000	15,250	15,250	Navy
1.2	Cdr	Deputy Commander SSU	Experience in related fd		1	50,000	12,500	12,500	Navy
1.3	Lt Cdr	Operation, Logistic and Int officer	Experience in related fd		8	43,000	10,750	86,000	Navy
1.4	Lt	Security officer	Experience in related fd		8	29,000	7,250	58,000	Navy
2	JCO								
2.1	SCPO	Deputy security officer	Experience in related fd		5	22,250	5,562.5	27,812.5	Navy
2.2	CPO	Deputy security officer	Experience in related fd		13	22,000	5,500	71,500	Navy
3	NCO								
3.1	PO	SSU Staff	Experience in related fd		19	16,000	4,000	76,000	Navy
3.2	Ldg	SSU Staff	Experience in related fd		49	11,000	2,750	134,750	Navy
3.3	AB	SSU Staff	Experience in related fd		80	10,200	2,550	204,000	Navy

3.4	MTD	Motor Transport Driver	Experience in related fd		16	25,000	25,000	400,000	Navy
3.5	MTC/MTF	Motor Transport Cleaner/Fitter	Experience in related fd		6	16,000	16,000	96,000	Navy
3.6	CL	Casual Labour	Experience in related fd		10	15,000	15,000	150,000	Navy
TOTAL					216	320,450	122,112.5	1,331,812.5	

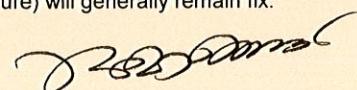
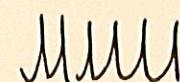
Note: Project allowance for individual may vary according to the basic salary/experience/qualification etc. However, the total amount allocated for this head (personnel project allowance) will generally remain fix.

KARNAPHULI TUNNEL PROJECT
BN SECURITY SUPPORT UNIT (SSU)
EASTABLISHMENT EXPENDITURE

SI . No.	Items/Descriptions	Quantity	Unit Cost In Taka	Total Amounta In Taka
1	Communications			
1.1	Walkie Talkie Set	15	20,000.00	300,000.00
1.2	Mobile Set Purchase	20	15,000.00	300,000.00
				600,000.00
2	Vechicle			
2.1	Jeep (5 Door)	1	8,000,000.00	8,000,000.00
2.2	Jeep	5	3,000,000.00	15,000,000.00
2.3	Pick-up	4	2,550,000.00	10,200,000.00
2.4	Microbus (16 Seat)	2	3,500,000.00	7,000,000.00
2.5	5 Ton Truck	2	5,000,000.00	10,000,000.00
2.6	Motor Cycle	8	200,000.00	1,600,000.00
2.7	Boat (country made, 10M boat with LMG mounting)	2	83,000,000.00	166,000,000.00
				217,800,000.00
3	Construction of Office and Residence			30,000,000.00
4	Purchase of furniture & office equipment	2	1,500,000.00	3,000,000.00
5	Security Equipment			
5.1	Portable Diving Decompression Chamber	1	8,000,000.00	8,000,000.00
5.2	Under Water Detection System	1	90,800,000.00	90,800,000.00
5.3	CCTV System	2	2,000,000.00	4,000,000.00
5.4	Luggage Scanner	2	5,000,000.00	10,000,000.00
5.5	Under Vehicle Search System	2	3,000,000.00	6,000,000.00
5.6	Archway	6	50,000.00	300,000.00
5.7	Metal Detector	20	10,000.00	200,000.00
5.8	UVS	4	500,000.00	2,000,000.00
5.9	Security Software	1	1,870,000.00	1,870,000.00
5.10.	ID/Pass	1000	300.00	300,000.00
5.11.	PVC Coated wire Net Fencing	Around Premises		10,600,000.00
5.12.	Guard Dog	6	590,000.00	3,540,000.00
				137,610,000.00
			GRAND TOTAL	389,010,000.00

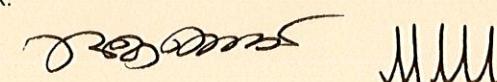
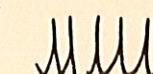
Note: Items unit cost may vary according to market price. It will be adjusted by reducing quantity or newly add/remove items. However, the total amount for this head (Establishment expenditure) will generally remain fix.

KARNAPHULI TUNNEL PROJECT
BN SECURITY SUPPORT UNIT (SSU)
QUARTERLY RUNNING EXPENDITURE

SI . No.	Items/Descriptions	Unit	Quantity	Month	Unit Cost In Taka(Per Month)	Total Amount In Taka (Per Quarter)	Remarks
1	Local Communications						
1.1	Mobile Monthly Bill	Month	20	3	600.00	36,000.00	
2	O & M and Fuel (Naval Vehicle)						
2.1	5 door jeep	Veh.month	1	3	50,000.00	150,000.00	
2.2	Pick-up	Veh.month	4	3	60,000.00	720,000.00	
2.3	5 Ton Truck	Veh.month	2	3	50,000.00	300,000.00	
2.4	Micro bus (16 seat)	Veh.month	2	3	50,000.00	300,000.00	
2.5	Jeep	Veh.month	5	3	80,000.00	1,200,000.00	
2.6	Motor Cycle	Veh.month	8	3	5,000.00	120,000.00	
2.7	Tug ship/boat	Tug.month (LSHSDO)	9000 ltrs	3	630,000.00	1,890,000.00	
2.8	Tug ship/boat	Tug.month (Lub Oil)	950 ltrs	3	543,400.00	1,630,200.00	
						6,310,200.00	
3	Logistics Transfer						
4	Boat maintenance	Month	2	3	60,000.00	360,000.00	
5	Tug ship maintenance	month	1	3	500,000.00	1,500,000.00	
6	Maintenance of Building Office & Furniture		2	3	400,000.00	2,400,000.00	
7	Training and food for Guard Dog		6	3	6,000.00	108,000.00	
					Total	10,714,200.00	
8	Contingency (15%)					1,607,130.00	
	Grand Total					12,321,330.00	

Note: Unit cost of expenditure may vary according to market price. It will be adjusted from the grand total amount. However, the total amount for this head (Quarterly running expenditure) will generally remain fix.

KARNAPHULI TUNNEL PROJECT
BN SECURITY SUPPORT UNIT (SSU)
PAYMENT SCHEDULE

Initial Establishment (IE)/Installments	Periods	IE	Project Allowance/Quarter(in BDT)	Running Expenditure (in BDT)	Amount (in BDT)
1st Phase	Jan-19 -Est. exp.	389,010,000.00		-	389,010,000.00
1st Installments	January-March 19		3,995,437.50	12,321,330.00	16,316,767.50
2nd Installments	April-June 19		3,995,437.50	12,321,330.00	16,316,767.50
3rd Installments	July - September 19		3,995,437.50	12,321,330.00	16,316,767.50
4th Installments	October-December 19		3,995,437.50	12,321,330.00	16,316,767.50
5th Installments	January-March 20		3,995,437.50	12,321,330.00	16,316,767.50
6th Installments	April-June 20		3,995,437.50	12,321,330.00	16,316,767.50
7th Installments	July - September 20		3,995,437.50	12,321,330.00	16,316,767.50
8th Installments	October-December 20		3,995,437.50	12,321,330.00	16,316,767.50
9th Installments	January-March 21		3,995,437.50	12,321,330.00	16,316,767.50
10th Installments	April-June 21		3,995,437.50	12,321,330.00	16,316,767.50
11th Installments	July-Septembor 21		3,995,437.50	12,321,330.00	16,316,767.50
12th Installments	October-December 21		3,995,437.50	12,321,330.00	16,316,767.50
13th Installments	January - March 22		3,995,437.50	12,321,330.00	16,316,767.50
14th Installments	April-Jun 22		3,995,437.50	12,321,330.00	16,316,767.50
15th Installments	July-Septembor 22		3,995,437.50	12,321,330.00	16,316,767.50
16th Installments	October-December 22		3,995,437.50	12,321,330.00	16,316,767.50
	Gross Total		63,927,000.00	197,141,280.00	650,078,280.00

Notes:

1. Navy personnel appointed in a particular position may be readjusted basing on Navy requirement.
2. Project Allowance for BN personnel will be cosidered on basis of their actual deployment.
3. Provision of Navy officers salary will be made from contingency if employed on deputation or lien.
4. Military personnel involved in the project after retirement might be appointed as local employee in the same position.
5. Individual's salary will be as per civil employee which will be adjusted from the contingency head.