

Govt. of the People's Republic of Bangladesh
Ministry of Road Transport and Bridges
Bangladesh Bridge Authority
Multi lane Karnaphuli Tunnel Project
Setu Bhaban, Banani, Dhaka-1212
www.bba.gov.bd

Memo No: 50.00.0000.146.00. 014. 2016- 39

Date: 01/11/2016

Authorized Representative
SMEC-COWI JV and Associates

&

Regional Manager, South Asia-2
SMEC International Pty Ltd.

Address: House: 374, Lane-06, DOHS Baridhara, Dhaka-1206.

Telephone: +88-02-8413571, 8416917, Fax: +88-02-8416368

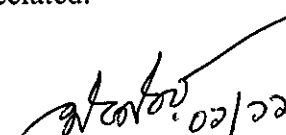
Sub: Notice to Proceed for Consultancy Services of "Design Review and Construction Supervision of Multi Lane Road Tunnel under the River Karnaphuli, Chittagong".

Ref: BBA's memo no: 50.00.0000.146.00. 014. 2016- **546**, Date: **06/10/2016**

With reference to the above memo and subsequent contract agreement signed between Bangladesh Bridge Authority (BBA) and "Joint Venture of SMEC International Pty Ltd Australia & COWI A/S Denmark (SMEC-COWI JV) in association with Ove Arup & Partners Hong Kong Ltd., DevConsultants Ltd, ACE Consultants Ltd and Strategi Consulting Ltd" on October 19, 2016 of Consultancy Services for the "Design Review and Construction Supervision of Multi Lane Road Tunnel under the River Karnaphuli, Chittagong" for the total equivalent amount of BDT 2,913,758,464.00 (Two Hundred Ninety One Crore Thirty Seven Lac Fifty Eight Thousand Four Hundred Sixty Four Taka) of which BDT 125,19,14,725.00 (Tk. One Hundred Twenty Five Crore Nineteen Lac Forteen Thousand Seven Hundred and Twenty Five) and USD 2,13,60,459.00 (Two Crore Thirteen Lac Sixty Thousand Four Hundred Fifty Nine) including VAT & TAX, the undersigned hereby requests you to arrange the commencement of the works as per GCC Clause 20.1 and Particular Conditions of Contract clause no 17.1 & 20.1 of the Contract Document. (Photocopy attached)

Your prompt action for the execution of the works will be highly appreciated.

Attachment: As Stated


(Iftexhar Kabir)
Project Director
Phone: 55040341

Copy to:

1. Secretary, Bridges Division, Ministry of Road Transport and Bridges, Setu Bhaban, Dhaka.
2. Director (All), Bangladesh Bridge Authority, Ministry of Road Transport and Bridges, Setu Bhaban, Dhaka.
3. PS to Minister, Ministry of Road Transport and Bridges, Setu Bhaban, Banani, Dhaka.

	<p>funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Government's country by the Consultant, any Sub-Consultants or the Personnel (other than nationals or permanent residents of the Government's country), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:</p>
	<p>(1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and</p> <p>(2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Government's country upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Government's country.</p>
17.1	<p>The conditions for effectiveness of the Contract are the following:</p> <p>The Contract shall come into force and effect on the date of Client's notice to the Consultant confirming that the following conditions have been met:</p> <p>7 days upon signing of the Contract.</p>
20.1	<p>The time for commencement of the Services shall be 30 (Thirty) days after the Effective Date of the Contract.</p>
21.1	<p>The Contract shall expire 60 (sixty) months or up to defect liability period of any construction contracts whichever is earlier from the date of commencement unless terminated earlier pursuant to GCC clauses 63 to 66.</p>
34.4(a)	<p>The Consultant is notified of such actions, claims, losses or damages not later than 3 (three) months after completion of the Services.</p>
34.4(b)	<p>The ceiling on Consultant's liability shall be limited to: Total contract price is BDT 2,913,758,464 [In words: Two billion nine hundred and thirteen million seven hundred and fifty-eight thousand four hundred and sixty-four taka only.]</p>
35.1(a)	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Bangladesh by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage under the existing laws of Bangladesh. (b) Third Party liability insurance, with a minimum coverage of: As per existing Law of Bangladesh (c) Professional Liability insurance, with a minimum coverage of an amount equivalent to Total Contract Price. (d) Employer's Liability and Workers' Compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel, or other insurance as may be appropriate; and (e) Insurance against loss of or damage to (i) equipment and materials purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services. <p>Note: All insurance must have to be submitted by the Consultant from Sadharan Bima Corporation of Bangladesh.</p>

	<p>(a) strict compliance with the provisions of Section 64 of the Public Procurement Act, 2006;</p> <p>(b) abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008;</p> <p>(c) that neither it, nor any other member of its staff, or any other agents or intermediaries working on its behalf engages in any such practice as detailed in GCC Sub Clause 16.2(b).</p>
	16.6 The Government requires that the Client's personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.
B. Commencement, Completion and Modification	
17. Effectiveness of Contract	17.1 The Contract shall come into force and effect on the date, called the "Effective Date", of the Client's notice to the Consultant instructing the Consultant to commence carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, as specified in the PCC have been met.
18. Effective Date	18.1 The date the Contract comes into effect shall be as specified in the PCC.
19. Termination of Contract for Failure to Become Effective	19.1 If the Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the GCC Clause 18.1, either Party may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
20. Commencement of Services	20.1 The Consultant shall commence carrying out the Services not later than the number of days after the Effective Date as specified in the PCC
21. Expiration of Contract	21.1 Unless terminated earlier pursuant to GCC Clauses 63 to 66, this Contract shall expire at the end of such period after the Effective Date as specified in the PCC or any extension of time approved by the Client
22. Modifications or Variations	22.1 The Client may notify the Consultant to alter, amend, omit, add to, or otherwise vary the services, provided that the changes in the Services involved are necessary for the satisfactory completion of the assignment.