



## Passur River Dredging Agreement

This Passur River Dredging Agreement the "Agreement" is made and entered into on this the 16<sup>th</sup> day of October, 2018

### BETWEEN

**Prayati Kushal Sea Eagle Dredging JV**, a joint venture firm formed by two parties which are companies under the Companies Act, 1994 of Bangladesh, having its Registered Office at Room No 307, Ibrahim Mansion (12<sup>th</sup> Floor) 11, Purana Paltan, Dhaka-1000, Bangladesh hereafter referred to as "**Prayati JV**" which expression share where the contents so admit, mean and include its successor-in-interest, legal representative, administrator, executor and assigned of the FIRST PART.

### AND

**KSEMWL**, a private company limited by shares incorporated under the Companies Act, 1994 of Bangladesh, bearing Registration No. C-144830/18, having its registered office at Ka, 13/1 Kalachandpur, Gulshan, Dhaka-1212 herein after referred to as the "**KSEMWL**" which expression shall where the content so admit, mean and include its successor-in-interest, legal representative, administrator, executor and assigned of the SECOND PART.

**WHEREAS** the "**Prayati JV**" is inter alia engaged in the business of shipping, dredging and other mercantile activities. At present, the 'Prayati JV' is engaged in capital dredging in Passur river from Mongla port to Rampal power Plant, MZ. "Dredging work by Cutter Suction Dredger including dredging related works for improving navigability of Passur River in Mongla Port" as subcontractor of Dredging Corporation of India Limited (DCIL) for the above sided work as accepted by the final service recipient Mongla Port Authority (MPA) vide there letter no 18.14.0158 427.14.19.2017-164 dated 21 September 2017.

**WHEREAS** "**KSEMWL**" is a reputed professional Construction and Dredging Company in Bangladesh.

For as part of the execution and completion of scope of work as defined in the agreement between MPA and DCIL for above mentioned work, the "**Prayati JV**" has proposed the "**KSEMWL**" to provide minimum 22" Cutter Suction Dredger (CSD) with dredging relating equipment for the above mentioned work. It has also been agreed by 'KSEMWL' that they will provide at least one 22" Cutter Suction Dredger including its dredging related equipment and vessels. It has also been agreed by both parties that an agreement will be executed initially for the sketch "jetty Front" and any other areas as required by Prayati JV (Approx measurable quantity 800,000 cum) only. Also it has been agreed between the parties to enter into this agreement for the execution and completion of the scope of work in accordance the terms and conditions set out hereafter.

KSE Marine Works (Bangladesh) Ltd  
KSE Marine Works (BD) Ltd

  
Authorized Signature

Khondoker Munirul Islam  
Date:





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**NOW, THEREFORE IN CONSIDERATION TO THE MUTUAL COVENANTS HERE IN SET FORFIT, THE PARTIES AGREE AS FOLLOWS**

1. The agreement shall commence from the date of signing by both parties and will be effected forty months or till the end of project whichever is earlier. The duration can be extended by both parties with mutual consent.
2. All dredging work including dredging related works for improving navigability of the Passur River from "Mongla to Jetty Front" or "Power Plant to Jetty Front" of any other sketch as deemed necessary as per project planning shall be in accordance with the decision of Prayati JV.
3. The KSEMWL shall employ minimum one 22 inch Cutter Suction Dredger with required floating pipe line and all other necessary accessories in the area of mentioned waterways within 15 days from the date of signing the agreement.
4. The period of dredging will be initially forty (40) months or till end of project whatever is earlier for the sketch "Jetty Front" or any other sketch as required as per project planning. The final quantity of dredging under the agreement will be approx. 8 lac cum.
5. The dredged volume will be calculated on the basis of pre-dredging and post dredging Joint Survey which is acceptable by both Prayati JV and KSEMWL.
6. The KSEMWL shall carry out dredging work at the Dredging Site up to 5.5 meter CD with surface of the water and 8.0 meter CD with tolerance of 30 cum in Jetty Front however in the event Vendor cutter and Dredging work to greater depth that 5.8 cum to 8.0 cum in river draft shall not be entitled to any extra additional requirement for the same.
7. The rate of Dredging will be Tk. 190 (One Hundred Ninety Only) per cubic meter (excluding applicable Tax)
8. Tax, VAT & AIT all are will be responsibility of Prayati JV against any Dredging bill paid to KSEMWL. Therefore, KSEMWL will take measures to furnish certificate from concerned Deputy Commissioner of Taxes of the Tax Circle of the Tax that deducted AIT & VAT will be applicable for KSEMWL If Supported by Financial Performance of the KSEMWL.

KSE Marine Works (Bangladesh) Ltd  
KSE Marine Works (BD) Ltd

Authorized Signature

Khondoker Munirul Islam  
Date:



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The **Prayati JV** shall pay to **KSEMWL** dredging bill raised on completion of the sketch and joint survey report basis of interim survey carried out at 30 days interval. Payment amount will be determined on the basis of Joint Survey report and volume calculation done basis joint survey report. The **Prayati JV** shall clear payment to the **KSEMWL** within 07 (seven) working days of submission of Bill.

- a. The Parties agree and acknowledge that '**Prayati JV**' shall not be able to make any payment towards the mobilization and demobilization of the Dredgers, machinery, equipment, materials, personnel, crew, employee etc installed and or appointed by the **KSEMWL** for the purpose of this Agreement.
- b. The **KSEMWL** is responsible for the Dredging and removal of all materials as may be necessary for achieving the depths, widths and slopes as per MPA's requirements. All expenses for ancillary pipe line works will be borne by the **KSEMWL**.
- c. The salary of crews/employees, fuel & lube oil cost, repair & maintenance cost and all other necessary cost to keep the Dredger fir and operational will be in the account of **KSEMNL**.
- d. The Dredging work to be started within 7 (seven) days after mobilization of the equipment at project site.
- e. The **KSEMWL** may recall any or all equipment upon 30 (Thirty) days written notice to Prayati JV.
- f. The command, control and security of man and material will always lie with the **KSEMWL**.
- g. The '**Prayati JV**' shall ensure all necessary cooperation and facilities to do the Dredging work Smoothly.
- h. The '**KSEMWL**' shall be responsible for any/all expenses, cost towards.
- i. Dredger, Dredger Insurance and Certification, Fuel, Lube and Hydraulic Oil of dredger, Spares, dredger maintenance etc.
- j. Crews, personnel appointed by the '**KSEMWL**' for the purposes of this Agreement.
- k. The travel arrangements, ground transportation, salary, lodging and boarding, food, insurance cost, medical and sickness cost of its crew/personnel.
- l. Workshop conducted for the crew/personnel appointed by the '**KSEMWL**' for the purposes of this Agreement.
- m. '**KSEMWL**' Legal and Chartered Accountant cost and expenses.

KSE Marine Works (Bangladesh) Ltd and '**KSEMWL**' represents and warrants that

**KSE Marine Works (BD) Ltd**

Authorized Signature

Khondoker Munirul Islam  
Date:

- o. The 'KSEMWL' has the required skills, expatriate, expertise, experts and shall perform the Service establishment to the settlement industry standards in accordance with and subject to the terms and conditions of the Agreement.
- p. The 'KSEMWL' shall obtain and maintaining during the Terms of the Agreement, all licensee, permits, registration to commerce, carry out and complete the Surveys on the terms of this Agreement and to perform its obligations hereunder.
- q. The 'KSEMWL' has duty expected the Dredging Site to its satisfaction and understand the scope of the Services in relation to it and thereby consequently agreed to execute this Agreement.
- r. The 'KSEMWL' acknowledge that time of the essence of this Agreement therefore it shall perform the Services in a time bound manner and in compliance with applicable law and reputations.
- s. Upon written request 'Prayati JV' will provide 'KSEMWL' all available Technical Data, Information, Maps & Hydro graphic of the Works as available and in possession within 5 days from the date of the Contract Signed.
- t. 'Prayati JV' is responsible for the dyke preparation and all necessary works for dumping the dredge spoil. All expenses for ancillary pipe line (Within reasonable distance 1.5Km from the dredger to the dyke works will be borne by the 'KSEMWL'. All sorts of local issues and admittance management for smooth dredging operations will be managed solved. By 'Prayati JV'.

Matter are not stipulated in this agreement shall be subject to mutual decision written agreement as later stage

- i. Defination:
- ii. Joint Survey: When both party survey is done in presence and agreement with MPA, DCS, PRAYATI and KSEMWL for the purpose of submission of bill and effecting payment, Such joint survey will necessarily be witnessed and signed by MPA/DC/PRAYATI.
- u. In the vent of dispute, arising in relation to or out of this contract, the parties shall try to resolve the dispute amicably within a period of 15 (Fifteen) days. In the vent that an amicable settlement cannot be reached, the parties hereby agree tlo refer the matter for arbitration to an arbitral tribunal. Each party shall maintain his own arbitrator and the two arbitrators shall jointly appoint a Chairman of the arbitral tribunal. The place of arbitration shall be in Bangladesh and the arbitral proceedings shall be governed by the arbitration Act, 2001. Language of arbitration shall be English.
- v. This agreement shall be confidential. No party shall divulge the contents of the agreement to any third part.
- w. Unless legally obligated, both parities shall not or any time in any way or manner whatsoever disclose any information on the existence of this agreement. This clause shall be effective during the termination for this agreement as well as for thee (3) years from the time of termination of this agreement. The relevant party hat beaches any obligation defined in this clause shall be liable to compensate damages to the parties.

KSE Marine Works (Bangladesh) Ltd

KSE Marine Works (BD) Ltd

Authorized Signature

Khondoker Munirul Islam

Date:

- x. That in any time during the continuance of the Agreement of the performance in whole or in part by the partners concerned of any obligation under the agreement shall be prevented or delayed by reason of any water hostiles, epidemics quarantine, restraighthen, strikes, lockouts n ot limited to the establishment of the parties to this agreement here to and or acts of deed provided nonce of happening or any such event is given by the party, claiming concession to others without one month from the date of occurrence thereof, name of the parties shall be by reasons or such happening be entitled to terminate tgis agreement and shall be entitled to claim damages from the others in respect of non-performance or delay of performance.

In WITNESS whereof, the parties hereto have caused the Agreement to be executed to accordance with the laws of Bangladesh on the day, month and year written above.

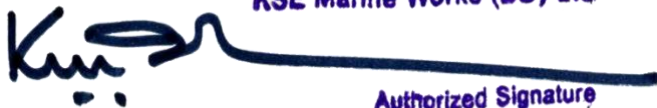
PRAYATI KUSHAL SEA EAGLE DREDGING JV

(Cap. I.K. Jha)

DIRECTOR

For and on behalf of the Prayati Kushal Sea Eagle Dredging JV, Bangladesh

KSE Marine Works (Bangladesh) Ltd  
KSE Marine Works (BD) Ltd

  
Authorized Signature

Khondoker Munirul Islam  
Date:



For and on behalf of the KSEMWL, Bangladesh

Witnessed by

- 1.
- 2.

Witnessed by

- 1.
- 2.