

Government of the People's Republic of Bangladesh
Road Transport and Highways Division
Dhaka Mass Transit Company Limited (DMTCL)
Dhaka Mass Rapid Transit Development Project (Line-1)
Metrorail Bhaban, MRT Line-6 Depot
Sonargaon Janapath, Sector:15-16, Diabari, Uttara, Dhaka- 1230
www.dmtcl.gov.bd

Memo No: 35.05.0000.120.07.002.21-545

Date: 08 October 2026

Letter of Acceptance

This is to notify you on the basis of Section 1 [The Letter of Acceptance (with Minutes of Pre-Contract Negotiations with SINOHYDRO - SEBCL JV)] of PART 1-1 of the Contract Documents that your Bid dated 12 August 2024 for the execution of Contract No. CP02 "Civil and Building Works at Depot" for the Accepted Contract Amount*, as corrected and modified in accordance with the Pre-Contract Negotiations, is hereby accepted by DMTCL with the following:

1. Local Currency in Bangladesh Taka: Fifteen Billion Eight Hundred Eighty-Two Million Eight Hundred One Thousand One Hundred Twenty-Four (15,882,801,124),
2. Foreign Currency in Japanese Yen: Eleven Billion One Hundred Sixty-Seven Million Two Hundred Forty-Nine Thousand One Hundred Nine (11,167,249,109), and
3. Foreign Currency in US dollar: Seventy-Eight Million Eight Hundred Ninety-Eight Thousand Two Hundred Eighty Three (78,898,283).

Total Equivalent Bangladesh Taka of the above is BDT 33,539,200,502 (Thirty-Three Billion Five Hundred Thirty-Nine Million Two Hundred Thousand Five Hundred Two).

You are requested to furnish the Performance Security within the time and terms agreed as stipulated in the Minutes of Pre-Contract Negotiations with SINOHYDRO-SEBCL JV and the Conditions of Contract.

You are also requested to furnish the breakdown of unit prices in the Bill of Quantities within the time and in a form agreed as stipulated in the Minutes of Pre-Contract Negotiations with SINOHYDRO - SEBCL JV.

Furthermore, you are reminded that the original of the Contract Documents shall be in two (2) sets for the Employer and one (1) set for the Contractor.

You are also reminded that minimum amount of third party insurance is as per the arrangement of SBI or One Hundred Fifty Million (150,000,000) Bangladesh Taka for a single event/



incident, there being no limit on the number of incidents so covered; and maximum amount of deductibles for insurance of the Employer's risks is as per the arrangement of SBI or Three Million (3,000,000) Bangladesh Taka.

(Note: Accepted Contract Amount shall not include VAT and Income Tax at source for the Works imposed in Bangladesh.)

Attachment:

Attachment 1): Minutes of Pre-Contract Negotiations with SINOHYDRO-SEBCL JV

Attachment 2): Errata to "Minutes of Pre-Contract Negotiations with SINOHYDRO-SEBCL JV"



8/10/26

(Md. Sarwar Uddin Khan)

Project Director

Dhaka Mass Rapid Transit Development

Project (Line-1)

Telephone: 02-41091801

E-mail: pdmrt1@dmrtcl.gov.bd

Mr. Zhu XIAOFAN

Representative of SINOHYDRO - SEBCL JV
for CP02 Bid

House-20, Road-12, Baridhara Diplomatic
Zone, Dhaka-1212, Bangladesh

Copy:

1. Managing Director, Dhaka Mass Transit Company Limited
2. Chief Representative, JICA Bangladesh Office, 3rd Floor, Bay's Galleria, 57 Gulshan Avenue (CWS-A19), Gulshan-1, Dhaka-1212, Bangladesh
3. Additional Project Director (Depot, TP, Utility, CS & ID), DMRTDP (Line-1)
4. Deputy Project Director (Depot-Civil), DMRTDP (Line-1)
5. Team Leader, MRT Line 1 CS Consultant
6. Office Copy/ Master Copy

Minutes of Pre-Contract Negotiation and Meeting with SINOHYDRO-SEBCL JV
for
Contract No. CP02
Civil and Building Works at Depot
under
DHAKA MASS RAPID TRANSIT DEVELOPMENT PROJECT
Loan Agreement No. BD-P107 and BD-P117
between
Bid Evaluation Committee (BEC) formed for DMRTDP (Line-1)
and
SINOHYDRO-SEBCL JV



Period: 27 February 2025 to 09-Mar-25
At DMTCL Office: 27-Feb-25, 04-Mar-25, 09-Mar-25

Venue: DMTCL Office: Begum Rokeya Sarani, Sher-E-Bangla Nagar, Dhaka-1207, Bangladesh

Presided over by: **Md. Abul Kashem Bhuiyan**, Chairperson of BEC and Project Director of DMRTDP (Line-1)

The Bid Evaluation Committee (BEC) constituted by the Employer started negotiation with the Bidder, SINOHYDRO-SEBCL JV and closed Pre-Contract Negotiations with the minutes below. In the Pre-Contract Negotiations, the following issues according to Agenda (**Attachments**) were discussed and decisions were taken unanimously.

Attachments

Attachment-01	Contents of the Contract Documents	(4 pages)
Attachment-03	Transfer Procedure	(2 pages)
Attachment-04	Contract Agreement	(4 pages)
Attachment-05	Format of Performance Security	(2 pages)
Attachment-06	Format of Advance Payment Security	(2 pages)
Attachment-x01.1	Price Clarification	(7 pages)
Attachment-x05.1	Bid Works Programme (BWP)	(11 pages)
Attachment-x20.1	Accepted Contract Amount	(1 pages)
Attachment-x20.2	Securities	(1 pages)

Agenda proposed by Employer for Pre-Contract Negotiation

No.	Reference & Items	Discussion Issues of Pre-Contract Negotiation for CP02
1	Price Clarification (Memo No. 35.05.0000.120.07.002.21-414 dated 24 December 2024)	Following Breakdown of Unit Rates to be clarified 1 Pay Item No. 1.1.1.6 [Contractor's Temporary Buildings and Facilities] 2 Pay Item No. 3.9.3.2 [Low Voltage Main Distribution Boards] 3 Pay Item No. 3.20.3.7 [Lighting] 4 Pay Item No. 3.20.4.11 [Ventilation and Air-Conditioning System] 5 Pay Item No. 3.21.3.9 [Sandwich type LT Busduct] 6 Pay Item No. 7.2 [Maintenance Support by the Contractor] 7 Pay Item No. N/A [On the Pay Items against which no rate or price is entered by the Bidder] Note: Any other additional items (if required) can be clarified during the Pre-Contract Negotiation Stage ➤ The bidder informs that unit breakdown of above BOQ items were prepared and submitted to the Employer via his letter "Response to Price Bid Clarification No.1 for Contract Package CP02 on 1st January 2025. Please refer to " Attachment-1_ Response To Price Bid Clarification". ➤ Both Party confirmed all items (1 to 7) above.
2	Bidding Document & PART 3, Sub-Cl. 1.5; [Breakdown of Unit Rates]	Breakdown of Unit Rates to be confirmed for the following: 1 Preparation before contract signing as a part of Contract Documents, 2 Format, and 3 Sample to be proposed by the Bidder with showing breakdown of construction resources ➤ The Bidder will submit breakdown of all Rates/Prices (except Lump Sum Prices) not later than the submission of the Performance Security, and a proposed breakdown of each Lump Sum Prices within 28 days after the Commencement. ➤ Both the Bidder and the BEC agree that it should be according to the Bid Document / Contract



No.	Reference & Items	Discussion Issues of Pre-Contract Negotiation for CP02
3	Bidding Document & PART 3, Sub-Cl. 1.6; [Preparation of Contract Documents]	Contract Documents to be confirmed for the following: 1 Preparation by the Bidder and Consultant, ➤ The BEC explained that the Contract Documents as per Contents in Attachment 01 will be prepared by the Employer and the Bidder. PART 1-1, 2-1, 2-2, 2-3, 2-4, 2-5 and 3 will incorporate all Addenda and Supplementary Amendment to the Bidding Documents (A1 & A2). On the PART 2-4 [Drawings], Status and Revision of each Drawings are denoted from Tender Drawing (TD) and particular Revisions to Contract Documents (CD) and Revision01 in the Drawing List(s). ➤ The Bidder understood. ➤ The three (3) sets of original PART 1-1, 2-1, 2-2, 2-3, 2-4, 2-5 and 3 will be prepared by the Employer. The other PART(s) will be prepared by the Bidder. Those three (3) sets of Original shall be stamped and initial signed by the Parties. 2 Stamp and initial signature, ➤ Those three (3) sets of original shall be stamped and initial signed by the Parties. 3 Binding style, and ➤ The three (3) sets of original shall be in the style of hard binding. 4 Number of sets ➤ Other than three (3) sets of original, the Bidder will produce fifteen (15) copy sets with hard binding. ➤ The Bidder understood and agreed. ➤ The Bidder requested to have 2 original copies, as they are a Joint Venture of two companies, making it 4 sets of original. ➤ The BEC is not convinced with the argument / reasoning and is not willing to accept.
4	Bidding Document & PART 3, Sub-Cl. 1.8, 2.3 and 4.6; [Issue of Drawings]	Issue of Drawings to be confirmed for the following: 1 Issue schedule of drawings ➤ The BEC explained that the Drawings by the Contractor shall be issued to the Engineer for approval or for No Objection, in accordance with the relevant contract clauses, sufficiently prior to start individual works referring to the Programme. ➤ The Bidder agreed.
5	Bidding Document & PART 3, Sub-Cl. 2.1 and 8.3; [Site Access and Possession and Interface Co-ordination (ICD) Dates]	Site access and possession to be confirmed for the following: ➤ Bid Works Programme (BWP) to be provided, ➤ The BEC explained that the BWP submitted by the Bidder / Contractor with the Bid does not accompany the soft file in native format and the same could not be reviewed and assessed. The BWP in this form cannot be used for any contractual issues. The BWP shall be assessed with the IWP submission. ➤ The Bidder agreed. ➤ Schedule date of access to and possession of the Site ➤ The Site will be given in accordance with the Contract, PART 3, Sub-Clause 2.1, 8.1, 8.3 and PART 2-2 General Specifications. ➤ The Bidder agreed.



No.	Reference & Items	Discussion Issues of Pre-Contract Negotiation for CP02
		3 Interface Co-ordination (ICD) Dates, Key Dates (KD), Access Dates (AD) and Time for Completion ➤ The bidder confirm the interface Co-ordination (ICD) Dates, Key Dates (KD), Access Dates (AD) and Time for Completion as indicated in Bidding Document. ➤ The Bidder agreed.
6	Bidding Document & PART 3, Sub-Cl. 4.22; [Security on the Site]	Security to be confirmed for the following: 1 Scope of security service to be covered by the Contractor, ➤ The Bidder have their own security management plan for Construction Site and Construction Yard, and following fundamental security provisions to protect against theft and other unauthorized access. ➤ The BEC commented it should be as per the Contract. 2 Assistance by the Employer, and ➤ The BEC commented it should be as per the Contract. 3 Gate control at Depot with other contractors ➤ The BEC confirms that Gate Control is the responsibility of the CP02 Contractor.
7	Bidding Document & PART 3, Sub-Cl. 8.1; [Commencement of Works]	Agreement by both Parties to be confirmed for the following: 1 Contract Agreement and approval/consent on Contract Documents, 2 Evidence of the Employer's financial arrangements, 3 Confirmation of effective access to and possession of the Site given by the Employer, and 4 Receipt of the Advance Payment ➤ Both the parties agree that item 1 to 4 shall be carried out in accordance with the Contract.
8	Bidding Document & PART 3, Sub-Cl. 13.8; [Schedule of Adjustment Data]	Applicable price adjustment data to be confirmed for the following: - Index codes, Index description, Source of Index, Base value, Bidder's related amount, and Bidder's proposed weighting for Local currency, JPY currency and USD currency. The Bidder and BEC confirm as follows: – (in accordance with the Contract). 1 The BEC needs that the contents of "Schedule of Adjustment Data for JPY currency and USD currency" are to be submitted by the Bidder as part of Bid. ➤ Foreign currency, JPY (bidder to include for July 2024) • Index Code Equipment E is to be: 129.3. ○ Index Code Metal Products M is to be: 182.8. ○ Index Code Electric Products EP is to be: 132.3. ○ Index Code Other Products OP is to be: 162.6. Source: Monthly Report on the Corporate Goods Price Index, published by the Bank of Japan (refer to HP address: http://www.boj.or.jp/en/statistics/pi/cgpi_release/index.htm/)



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No.	Reference & Items	Discussion Issues of Pre-Contract Negotiation for CP02
		Equipment: General purpose, production & business oriented machinery, Export Price Index (Yen Basic) Metal Product: Metal and related products, Export Price Index (Yen Basic) Electric Product: Electric & Electronic products, Export Price Index (Yen Basic) Other Product: Other primary products & manufactured goods, Export Price Index (Yen Basic) ➤ Foreign currency, USD (bidder to include for July 2024) - Index Code Labour L is to be: 163.6. - Index Code Construction Machinery & Equipment E is to be: 307.808. - Index Code Switchgear EE is to be: 348.406. - Index Code Gravel & Crush stone CS is to be: 492.159. Source: Federal Reserve Economic Data published by Economic Research Division Federal Reserve Bank of St. Louis (refer to HP address: https://fred.stlouisfed.org) Labor: Employment Cost Index: Wages and Salaries: Private Industry Workers: Construction (ECICONWAG) in U.S.A, Index Dec 2005=100 Construction Machinery & Equipment: Producer Price Index by Commodity: Machinery and Equipment: Construction Machinery and Equipment (WPU112) in U.S.A, Index 1982=100 Switchgear: Producer Price Index by Commodity: Machinery and Equipment: Switchgear, Switchboard, Industrial Controls Equipment (WPU1175) in U.S.A, Index 1982=100 Gravel & Crushed Stone: Producer Price Index by Commodity: Nonmetallic Mineral Products: Construction Sand, Gravel and Crushed Stone (WPS1321) in U.S.A, Index 1982=100 2. The BEC confirms following data from Bangladesh Bureau of Statistics (BBS) http://nsds.bbs.gov.bd/en: ➤ Local currency, BDT, - Index code: 2.6 Wage Rate Indices by Major Sector in Dhaka Division, Index Description: Labor (Construction in 2. Industry), Source of Index: BBS, Base value: 116.44 (July 2024), - Index code: 5.13 Price Indices of the Domestically Produced Industrial Goods by Industry at Class Level (4 Digit) – Cont'd, Index Description: Steel (2410, 2420, 2431, 2432 – Manufacture of basic iron and steel; basic precious and nonferrous metals), Source of Index: BBS, Base value: 181.09 (July 2024), - Index code: 5.13 Price Indices of the Domestically Produced Industrial Goods by Industry at Class Level (4 Digit) – Cont'd, Index Description: Cement (2394, 2395, 2396 – Manufacture of cement, lime and plaster), Source of Index: BBS, Base value: 130.07 (July 2024), - Index code: 3.10 Building Materials Price Index (BMPI) in Bangladesh, Index Description: General Construction Material (Building Materials), Source of Index: BBS, Base value: 115.64 (July 2024),



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No.	Reference & Items	Discussion Issues of Pre-Contract Negotiation for CP02
9	Bidding Document & PART 3, Sub-Cl. 1.16; [Duties, taxes]	➤ Both Parties confirmed. Duties and taxes to be confirmed for the following: 1 Import customs duties, ➤ In accordance with the Contract the Bidder / Contractor to prepare Master List. The followings are confirmed on the Master List: ➤ Master List consists of following three parts: ○ Permanent Works ○ Temporary Items ○ Consumable Items ➤ Master list can be updated/revised from time to time. ➤ The quantities in the Master List needs back-up Calculations (drawing with calculation). ➤ The Bidder agreed. 2 VAT for supplies/manufacturers/subcontractors, ➤ The Contractor / Bidder to follow NBR regulation for the development projects (including JICA). ➤ The Bidder suggests to use the BIN of the Bangladesh Branch of SEBCL to pay such VAT and file the VAT challans and returns. ➤ The BEC commented that this is entirely Bidder's discretion and applicable for VAT for supplies/manufacturers. ➤ The Bidder understands it is the Bidder's issue and the Bidder will follow NBR regulations. 3 VAT for the Works certified by the Engineer, The VAT will be paid by the Employer on behalf of the Contractor. 4 Income tax at source for the Works certified by the Engineer, The Income Tax at source will be paid by the Employer on behalf of the Contractor 5 SRO for Japanese citizen and entity ➤ Both Parties Agreed.
10	Bidding Document & PART 3, Sub-Cl. 14.7; [Payment]	Payment method to be confirmed for the following: 1 Transfer Procedure, ➤ The Bidder agrees to the transfer procedure. 2 Payment terms, 2.1 Advance Payment,



No.	Reference & Items	Discussion Issues of Pre-Contract Negotiation for CP02
		➤ The Bidder confirms that the Advance Payment shall be strictly used for the CP-02 Works, and not for other purposes in accordance with Sub-Clause 14.2 of the Conditions of Contract. ➤ The BEC may request the Contractor to submit allocation schedule of the Advance Payment ahead of the Commencement. -1)The Bidder agrees to the Advance Payment terms. -2)The Bidder suggests to use the bank account(s) of the Bangladesh branch of SEBCL to receive onshore payments, and use the bank account(s) of the headquarters of SEBCL to receive offshore payments. ➤ The BEC has no problems as far as the bank account is designated by the JV signing by the Contractor's Representative. 2.2 Monthly payment and measurement, ➤ The Bidder agrees to the payment terms. 2.3 At Completion and measurement of outstanding works, and ➤ The Bidder agrees to the payment terms. 2.4 Final Payment ➤ The Bidder agrees to the payment terms. ➤ The Bidder proposed to use one company account to receive payment from the Employer on behalf of the Joint Venture. ➤ The BEC commented that the Bidder to issue letter stating the account details to receive payment to be signed by the Contractor's representative, however, the Bidder need to have separate accounts for each currency in accordance with the GCC Sub-Clause 14.7. ➤ The Bidder agreed.
11	Bidding Document & PART 3, Sub-Cl. 18; [Insurance Policy]	Scope of Insurance cover to be confirmed for the following: 1 Insurer and insured: 1.1 Insurance company, ➤ The Bidder will be using Sadharan Bima Corporation (SBC). 1.2 Insured (joint name of the Employer and the Contractor), and ➤ The Bidder agreed 1.3 Insurance period including Defects Notification Period ➤ The Bidder agreed that the insurance period shall include Defects Notification Period. 2 Scope of Cover: 2.1 Works, ➤ The Bidder agreed to 100% of the Accepted Contract Amount. 2.2 Contractor's Equipment, ➤ The Bidder agreed to cover the Contractor's Equipment by the insurance. 2.3 the Employer's risk with cover for the Employer's risk, ➤ The Bidder agreed the Employer's risk with cover for the Employer's risk by the insurance. 2.4 Third Party liability,



No.	Reference & Items	Discussion Issues of Pre-Contract Negotiation for CP02
		➤ The Bidder suggests to reduce the minimum amount of third-party liability insurance. ➤ The BEC cannot agree and stated that it should be as per the Contract. ➤ The Bidder suggests to revise the words of Third Party liability to: amount any one occurrence and in aggregate. ➤ The BEC cannot agree and stated that it should be as per the Contract. 2.5 Deductible and minimum amount to cover, ➤ The Bidder suggests to increase the deductible and minimum amount. ➤ The BEC cannot agree and it should be as per the Contract. 2.6 Contractor's Personnel, and ➤ The Bidder agrees to cover the Contractor's Personnel by the insurance. 2.7 Employer's Personnel ➤ The Bidder suggests to remove this part since it is not mentioned in the contract data. ➤ The GCC covers the Employers personnels. The Sub-Clause 18.4. The BEC to check once again. ➤ The Bidder agreed to cover the Employer's personnel. 3.1 Cross liability, and ➤ The Bidder has No comments. ➤ The BEC confirms that the Cross Liability shall be included, the bidder agreed. 3.2 Waiver of subrogation (the Employer-the Contractor, other contractors) [PART 3, Particular Conditions, Part B Special Provision, Sub-Clause 18.1.] ➤ The Bidder agrees to waive the subrogation between the parties in the insurance as per the Contract.
12	Bidding Document & PART 3, Sub-Cl. 20.2; [Appointment of DB Members]	Appointment of DB Members to be confirmed for the following: 1 DB list, ➤ The Bidder confirms that the DB will be established in accordance with the provisions of the Conditions of Contract. ➤ The Bidder confirms that the DB will be established in accordance with the Conditions of Contract. 2 Selection of Chairperson, ➤ The Bidder confirms that the Chairperson will be selected in accordance with Sub-Cl. 20.2. 3 Retainer and daily fees, ➤ The Bidder confirms the Retainer and daily fees in accordance with Sub-Cl. 20.2 of Part B-Specific Provisions. 4 Contract Form ➤ The Bidder confirms the Contract Form under the Conditions of Contract. 5 Documents to deliver, and ➤ The Bidder understands that the Bidder has to furnish copy of all documents which the DB may request, including Contractor documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contractor. 6 Method of payment (invoice by Member, Contractor to pay, reimburse for Employer portion),



No.	Reference & Items	Discussion Issues of Pre-Contract Negotiation for CP02
		➤ The Bidder agrees to the Method of payment (invoice by Member, Contractor to pay, reimburse for Employer portion). ➤ Both Parties agreed.
13	Bidding Document & PART 3, Sub-Cl. 20.6; [Arbitration]	Arbitration Method to be confirmed for the following: 1 Location of ICC arbitration court, - The Bidder and BEC agrees ICC arbitration in Singapore. 2 Arbitration rule, - The Bidder confirms the Arbitration rule in accordance with Sub-Cl. 20.6 of Part B-Specific Provisions. 3 Number of arbitrator one or three, and - The Bidder suggests three arbitrators. 4 Selection of Member - The Bidder suggests selecting the member from the adjudicators lists of the ICC Arbitration Court in Singapore. ➤ The Bidder and the BEC agreed.
14	Bidding Document & PART 3, Contract Forms; [Forms]	Contract Forms to be confirmed for the following: 1 Contract Agreement (Signing date and place, Accepted Contract Amount, signer and witnesses), ➤ As per the Bidding Document & PART 3. 2 Retention Money Security (terms, name of bank), ➤ As per the Bidding Document & PART 3. 3 Advance Payment Security (terms, name of bank) ➤ As per the Bidding Document & PART 3. ➤ The Bidder will consider Premier Bank Ltd to provide Performance Security, Advance Payment Security with the relevant forms in Tender Document. ➤ The Bidder agreed to use the Form / Format as per the Bidding Document & PART 3 Contract Forms. ➤ The BEC accepted. ➤
15	Bidding Document & PART 3, Sub-Cls.2.3 and 4.6; [Interface]	Interface of the Works: 1 Employer's Personnel to coordinate (Sub-Clause 2.3), -The Bidder confirm the requirements and demarcations of the responsibilities defined in the Bidding Document. 2 Contractor to co-operate (Sub-Clause 4.6), and -The Bidder confirm the requirements and demarcations of the responsibilities defined in the Bidding Document. 3 Preparation of Interface Agreement with other package contractor(s)



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No.	Reference & Items	Discussion Issues of Pre-Contract Negotiation for CP02
		➤ The BEC confirms that the item 1 to 3 above, shall be reflected with BWP, IWP, WP and CIP, reference is made to Clause 9, 21 and Appendix C, D, P and Q of General Specifications, in accordance with the Contract. ➤ The Bidder agreed.
16	Bidding Document & PART 3, Sub-Cls.3.1 and 4.3; [Appoint of the Engineer] and [Contractor's Representative]	The Contractor's Representative to be appointed by the Contractor: 1 Appointment of the Engineer (Sub-Clause 3.1), and -The Bidder confirms the appointment of the Engineer in accordance with Sub-Clause 3.1 of the Conditions of Contract. 2 Contractor's Representative to appoint by the Contractor (Sub-Clause 4.3) -The Bidder confirms the appointment of the Contractor's Representative in accordance with Sub-Clause 4.3 of the Conditions of Contract. ➤ The BEC reminded that the Contractor's Representative should be appointed immediately after the Contract sign in accordance Sub-Clause 4.3 of the Conditions of Contract for consent by the Engineer. ➤ The Bidder and the BEC agreed.
17	Bidding Document & PART 2 and 3; [Submittals]	Submittals to be confirmed for the following: 1 List of submittals by the Contractor and time line under the Conditions of Contract, ➤ The Bidder has been already aware of the preparation of list and time line of submittals under the Conditions of Contract. 2 List of submittals by the Contractor and time line under the General Specifications, and ➤ The Bidder has been already aware of the preparation of list and time line of submittals under the General Specifications. 3 List of submittals by the Contractor and time line under the Particular Specifications ➤ The Bidder has been already aware of the preparation of list and time line of submittals under the Particular Specifications.
18	Technical Bid & PART 1-1, Section IV, Technical Proposal, Form PER-1 and PER-2; [Project Key Personnel]	Replacement of candidates are required for disqualified experience below in Technical Bid Evaluation: 1 N/A 2 N/A 3 N/A 4 Chief Civil Engineer (Similar Positions Experience, 10 Years; Total Experience, 20 Years) ➤ Similar experience is not enough (32 months as compared to 120 months requirement). 4 Chief Building Facilities Engineer (Similar Positions Experience, 10 Years; Total Experience, 20 Years) ➤ Similar experience is not enough (64 months as compared to 120 months requirement) 6 N/A 7 N/A 8 N/A 9 Chief Mechanical Engineer (Similar Positions Experience, 7 Years; Total Experience, 15 Years) ➤ Similar experience is not enough (0 months as compared to 84 months requirement)



No.	Reference & Items	Discussion Issues of Pre-Contract Negotiation for CP02
		10 Chief Interface Expert (Similar Positions Experience, 10 Years; Total Experience, 20 Years) ➤ Similar experience is not enough (0 months as compared to 120 months requirement), not worked as interface. 11 Quality Assurance/Control Engineer (Similar Positions Experience, 5 Years; Total Experience, 10 Years) ➤ Similar experience is not enough (0 months as compared to 60 months requirement), no experience of metro rail. 12 Programme Expert (Similar Positions Experience, 5 Years; Total Experience, 10 Years) ➤ Similar experience is not enough (0 months as compared to 60 months requirement), no experience of metro rail. ➤ The BEC requested the Bidder to submit replacements. ➤ The Bidder agreed to submit replacement during the construction period after the Commencement. ➤ The BEC agreed.
19	Technical Bid & PART 1-1, Section IV, Technical Proposal, “Other Evaluation Criteria” 	Technical proposal shall be clarified with the following: 1. Site Organization ➤ N/A 2. Method Statement 2.2 Procurement Procedure of the Materials The Bidder confirms following: ➤ The Contractor compiles lists of required materials based on project specifications, obtains proposals and quotations, compares offerings to specifications, and ensures compliance, vender and materials information are submitted to the Employers Representative for approval. ➤ Upon delivery, the Engineer and Storekeeper shall inspect materials for compliance before storage. Certificate of Analysis for main materials is verified against requirements and retained as quality records. ➤ The BEC understood. 3.1 Survey Method of Benchmark for Verification ➤ The Bidder confirms to carry out the setting out survey in accordance with Sub-Clause 10 of General Specifications. ➤ The BEC agreed. 4.2 List of Installation and Working Schedule of Tower Cranes ➤ The Bidder confirms to submit the “Revised List of Installation and Working Schedule of Tower Cranes” after commencement of the Works for the Engineer approval.



No.	Reference & Items	Discussion Issues of Pre-Contract Negotiation for CP02
✓ 2 Mr		➤ The BEC agreed. 6.5 Construction Method of Depot Internal Road ➤ The Bidder confirms to submit the “Construction Method of Depot Internal Road and Detail of lighting system” after commencement of the Works for the Engineer approval. ➤ The BEC agreed. Note: Interface with other packages 3. Mobilization Schedule: 3 Materials procurement schedule by types on monthly basis ➤ The Bidder will submit the “Materials procurement schedule by types on monthly basis including temporary material” after commencement of the Works for the Engineer approval. ➤ The BEC agreed. 4. Construction Schedule 1 Submittals to satisfy Requirements of the Conditions of Contract. ➤ The Bidder will follow the Conditions of Contract. ➤ The BEC agreed.
20 ✓ Mr	Accepted Contract Amount ✓	Confirmation of the Accepted Contract Price 1. Confirmation of Specified Provisional Sums 2. Confirmation of the Accepted Contract Price ➤ <u>Local Currency in Bangladeshi Taka:</u> Fifteen Billion Eight Hundred Eighty-Two Million Eight Hundred One Thousand One Hundred Twenty-Four (15,882,801,124), and ➤ <u>Foreign Currency in Japanese Yen:</u> Eleven Billion One Hundred Sixty-Seven Million Two Hundred Forty-Nine Thousand One Hundred Nine (11,167,249,109), and



No.	Reference & Items	Discussion Issues of Pre-Contract Negotiation for CP02
		➤ <u>Foreign Currency in US dollar:</u> Seventy-Eight Million Eight Hundred Ninety Eight Thousand Two Hundred Eighty Three (78,898,283). 3. Confirmation of foreign exchange rates ➤ The Bidder confirm that the foreign exchange rates as bellow: ➤ 1USD=118BDT; 1JPY=0.7474BDT. ➤ The BEC confirmed that Base Date is 15-July-2024 and above rates are from Bangladesh Bank. 4. Confirmation of VAT and Income tax at source ➤ It was confirmed above that VAT and Income tax at source shall be borne by the Employer, and the evidence (challans) for such payment of VAT and Income tax at source to NBR to be transferred to the Bidder timely.



Agenda Proposed by Bidder for Pre-Contract Negotiation

No.	Reference & Items	Discussion Issues of Pre-Contract Negotiation for CP02
S1	Bidding Document & PART 2-4, CP02-Vol 01 of 23, Construction Yard Location Plan	The land given to the Contractor for the Construction Yard is insufficient, please consider to provide additional land with the area of approx. 20,000m2 for CP02 (The area which previously reserved for CP07 and CP08 in the bidding drawings have been adjusted to the elevated section). -The Construction Yard area only have 10,000 m2 in the bidding drawing, the Sylhet sand and import stone stock yard / precast yard / rebar store and fabrication yard etc. areas are too limited, can't satisfy the requirement. The Layout of Construction Yard refer to "Attachment-7 _Layout of Construction Yard". -The steel structure material stock yard and processing warehouse / import materials stock yard /Machinery workshop area also necessary to have sufficient area on-site. ➤ The BEC will review and finalize before commencement. For any additional land, if there is any additional rent required to be paid then it shall be borne by the Contractor. ➤ The Bidder agreed.
S2	Bidding Document & PART 2-4, CP02-Vol 07 of 23, Boundary Wall	For Boundary Wall, the drawing shows that the foundation is only based on single-column precast structure, this structure may cause uneven settlement. ➤ The revised design will be provided at commencement. ➤ The Bidder agreed.

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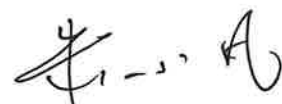
No.	Reference & Items	Discussion Issues of Pre-Contract Negotiation for CP02
S3	Bidding Document & PART 3, Sub-Cl.14.1(d) [The Contract Price]&14.5;[Payment]	Please consider progress payment for major equipment and materials which shall be part of permanent Work. ➤ The BEC confirms that it will be as per Contract. ➤ The Bidder agreed.

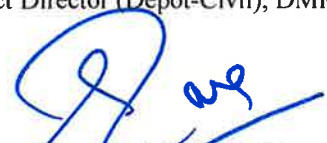
Having no other issues, the negotiation ended with a vote of thanks from the chair.

For and on behalf of the Employer: Dhaka Mass Transit Company Limited

For and on behalf of the Contractor: SINOHYDRO-SEBCL JV


(Mohammad Momenul Islam Mridha)
Member Secretary, BEC
Deputy Project Director (Depot-Civil), DMRTDP (Line-1), Dhaka


(Zhu XIAOFAN)
Position: Bidder's Representative
SINOHYDRO-SEBCL JV


(Guna Raja SOCKALINGAM)
Member, BEC
Team Leader, MRT Line 1 CS Consultant, Dhaka


(Md. Latiful Islam)
Member
Executive Engineer (Sher-E-Bangla Nagar PWD Division-1, Dhaka)
Public Works Department, Dhaka

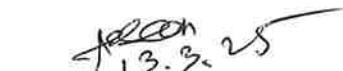


For and on behalf of the Employer: Dhaka Mass Transit Company Limited

For and on behalf of the Contractor: SINOHYDRO-SEBCL JV


(Dr. M. Neaz Murshed)
Member

Associate Professor, Department of Civil Engineering, Bangladesh University of
Engineering and Technology (BUET), Dhaka


(Muhammad Shahjahan)
Member

Additional Project Director (Civil), DMRTDP (Line-6), Dhaka


(Mohammad Abdul Halim)
Member

Additional Project Director (Depot, TP, Utility, CS & ID), DMRTDP (Line-1), Dhaka


(Md Nizam Uddin Miah)
Member

Additional Project Director (Electrical, Signal and Telecommunication and Track),
DMRTDP (Line-1), Dhaka


(Md. Abul Kashem Bhuiyan)
Chairperson

Project Director, DMRTDP (Line-1), Dhaka



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ERRATA to “Minutes of Pre-Contract Negotiations with SINOHYDRO-SEBCL JV”

The following significant errata are not included in the content of the “Minutes of Pre-Contract Negotiations with SINOHYDRO-SEBCL JV”.

Ser. No.	Class	Errata
1	Attachment-04, item 5(i)	On the sub-item 5(i), add “(including JSSS)” at the end.
2	Attachment-04, item 5	On the sub-item 5(n) to 5(q), delete: “(n) the Site Data/ Supplementary Information, (o) the Contractor’s Bid Proposal, (with Anticipated Cash Flow for the Works and the terms of insurance), (p) the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans, and (q) The Bidder’s Safety Declaration (Form JSSS/BSD)” and substitute “(n) the Site Data, (o) Supplementary Information, (p) the Contractor’s Bid Proposal, (with Anticipated Cash Flow for the Works and the terms of insurance), (q) the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans, and (r) The Bidder’s Safety Declaration (Form JSSS/BSD)”.
3	Attachment-x20-2, 1 Performance Security (Sub-Clause 4.2 of the Conditions of the Contract)	On the first Paragraph in the text box, delete “less the additional amount of Specified Provisional Sums” at the end.

