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## Deed of Agreement

Between

People's Republic of Bangladesh, represented  
by DA (**Contracting Government**)/  
**Director General, Department of Shipping,**  
under the Ministry of Shipping

and

**Inception Consultants Limited**

23<sup>rd</sup> day of June, 2021





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### DEED OF AGREEMENT

This Deed of Agreement ("Agreement") is made on the 23rd day of June, 2021 of the Christian era by and

Among

Government of the People's Republic of Bangladesh, represented by the DA (Contracting Government)/Director General, Department of Shipping under the Ministry of Shipping, having its office at BIWTA Bhaban (8th Floor), 141-143 Motijheel Commercial Area, Dhaka, hereinafter referred to as "Department of Shipping (DOS)", (which expression shall, unless excluded by or repugnant to the context herein, mean and include its successors and assigns) of the **ONE PART**

And

Inception Consultants Limited, a private limited company, represented by its Chairman, Mr. Mohammad Nasir, having its registered office House no. 407/4, Lane -7, DOHS, Baridhara, Dhaka 1206, hereinafter referred to as "Inception Consultants" (which expression shall, unless excluded by or repugnant to the context herein, mean and include its successors and assigns) of the **OTHER PART**,

Whereas, DA(Contracting Government)/ DOS is primarily responsible for the security of the sea ports of Bangladesh and Port Facilities and port related areas as per the Bangladesh Merchant Shipping Ordinance, 1983 and other concerned laws of Bangladesh;

Whereas, a designated committee was formed on 22 March 2005, for ensuring the security of the ports and port facilities as per PART B of the International Ship and Port Facility Security Code (herein after referred to as the "ISPS Code") and Part B, Section 1.7 of the International Convention for the Safety of Life at Sea (SOLAS), 1974 Ch XI-2 and named as 'Designated Authority (DA) for Port Facility Security' and this authority's main function was fixing and advising levels of port facility security, assessing and permitting port facility security plan and execution of the same through necessary security officers, notifying port authorities and others on these issues and maintaining ISPS Code and SOLAS in performing these functions;

Whereas, in course of its business the Department of Shipping published an invitation in Daily News papers on 18 Feb 2021 for enlistment of Recognized Security Organization (hereinafter referred to as 'RSO') as per Clause 4.3, 15.2, 15.2.1 & 15.7 of Part A and Clause 4.3.3, 4.4 and 4.5 of Part B of ISPS Code and after evaluating a number of applicants by the concerned committee formed for this purpose Regal Shipping Services and Inception Consultants Limited were found eligible to get entitled as 'Recognized Security Organization'.





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And whereas, **Inception Consultants** is also desirous to get enlisted as a Recognized Security Organization in the Department of Shipping to expand its operations and activities;

In consideration hereof, the parties to this Agreement have mutually agreed to follow the terms and conditions as mentioned below:

#### PART I - GENERAL

1. The **Department of Shipping/DA (Contracting Government)** has entered into this Agreement with **Inception Consultants** to delegate authority to undertake the function of Recognized Security Organization (RSO) as set out in Chapter XI-2 or Part A of the ISPS Code, on the terms and conditions, as detailed herein.
2. **Inception Consultants** shall perform all the activities of a Recognized Security Organization (RSO) which include conducting Port Facility Security Assessment (PFSA), approval of Ship Security Plans, or amendments thereto, verification and certification of compliance of Facility Security on behalf of the concerned authority and prepare the Port Facility Security Plan (PFSP) regularly. **Inception Consultants** shall also provide consultancy services and conduct training courses in respect of implementing the ISPS Code 2002 for the port facilities of Bangladesh and assist other entities on different security matters relating to port facilities as set out in Chapter XI-2 or Part A of the ISPS Code.

#### PART II - OBLIGATIONS OF INCEPTION CONSULTANTS LIMITED

3. **Inception Consultants** shall perform all the works vested to him as a Recognized Security Organizations (RSO) for ensuring the port facility security as per PART B of the ISPS Code and Part B, Section 1.7 of SOLAS, 1974 on behalf of the **Department of Shipping/DA (Contracting Government)**.
4. **Inception Consultants** will employ/engage qualified professionals for the performance of the Recognized Security Organization (RSO) services hereunder in accordance with this agreement. The personnel deployed must be employees of **Inception Consultants** who are duly qualified and licensed to provide the Security Consultancy Services and **Inception Consultants** will bear and be responsible for all statutory liabilities in respect of such employees of **Inception Consultants**. **Inception Consultants** shall maintain and provide to the concerned authorities complete employee records of such security personnel, including records of their personal information, qualifications and licenses.
5. **Inception Consultants** shall prepare the Port Facility Security Assessment (PFSA) on behalf of the **DA (Contracting Government) /Department of Shipping** as per the ISPS code and other concerned laws. **DA (Contracting Government) /Department of Shipping** shall review the Port Facility Security Assessment (PFSA), prepared by the



Recognized Security Organization (RSO) and finally approve it within the permissible time after receiving such documents from RSO. Upon completion of the Port Facility Security Assessment (PFSA) the Recognized Security Organization (RSO) shall prepare a report comprising an outline of how the assessment was conducted, a description of every weakness found during the evaluation and a detailed plan of counter measures that could be utilized to address such vulnerabilities.

The Port Facility Security Assessment (PFSA) shall periodically be reviewed and updated, taking account of changing threats and/or minor changes in the port facility and shall always be reviewed and updated when major changes to the port facility take place.

6. **Inception Consultants** shall develop and maintain a Port Facility Security Plan (PFSP) on behalf of the authority. The Port Facility Security Plan (PFSP) shall be prepared on the basis of Port Facility Security Assessment (PFSA) and must be reviewed and approved by the Department of Shipping/DA (Contracting Government).

7. **Inception Consultants** shall conduct courses regularly on port facility security as per PART B of the International Ship and Port Facility Security Code 2002 and Part B, Section 1.7 of the International Convention for the Safety of Life at Sea (SOLAS) 1974 Ch XI-2. Such courses must get prior approval of **DA/Department of Shipping**.

8. **Inception Consultants** will ensure safety of its security personnel engaged in the performance of the Security Services against personal injury and death while performing their duties under this Agreement.

9. **Inception Consultants** shall use reasonable skill and care in the provision of the security services in accordance with the concerned laws. **Inception Consultants** shall also provide proper and adequate supervision to ensure that the security services are performed in accordance with the governing laws and the terms and conditions of this Agreement.

10. The Schedule of charges imposed by the **Inception Consultants** must not be arbitrary in any way rather it should be business friendly. **Inception Consultants** shall take prior approval of the **DA (Contracting Government) Department of Shipping** before finalizing schedule of its charges to be paid by the clients seeking service of **Inception Consultants**. The schedule of charges may be reviewed if necessary or if deemed necessary.

11. In course of its business as a Recognized Security Organization **Inception Consultants** may have to sign separate agreement(s) with the port authorities or any other concerned authority. In case of signing such agreement DA/Department of Shipping has to be informed.

### PART III - LIABILITIES OF INCEPTION CONSULTANTS LIMITED

12. Subject to the Force Majeure Clause, **Inception Consultants** shall indemnify and hold harmless the concerned authorities including the Department of Shipping and port authorities, and its employees against any liability, claims, losses or damages by reason of any breach of contract, wrongful act or negligence by **Inception Consultants** or any of its employees while performing as Recognized Security organization (RSO).

13. **Inception Consultants** shall be liable for loss or damage to the property or personnel injury or death, which is proved in the court of law to have been caused by willful act or omission of **Inception Consultants**, its bodies, agents, or others who act on behalf of it and obligated to comply with any decisions of the Court of Law. The concerned authorities including the **Department of Shipping/DA (Contracting Government)** and port authorities shall be entitled to get indemnification from **Inception Consultants** for the said loss, damage, injury or death.

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14. **Inception Consultants** shall be bound to share all the information (they prepared) relating to the port safety and security to the Department of Shipping/DA (Contracting Government). If there is any claim against **Inception Consultants**, the **Inception Consultants** is bound to send all documents and other relevant materials to the Department of Shipping/DA (Contracting Government) for which the issue has been raised. This document to be Classified and to be treated accordingly.

#### PART IV - OBLIGATIONS OF DEPARTMENT OF SHIPPING

15. **DA (Contracting Government)/ Department of Shipping** shall take all necessary actions required to be taken under the applicable laws to avoid any damage, loss or injury to **Inception Consultants** security personnel and equipment and shall also make sure that the concerned authorities and its representative officers and staffs provide all necessary equipment and facilities as reasonably required by **Inception Consultants** to enable its employees to carry out the security services.

16. **DA (Contracting Government)/ Department of Shipping** shall comply with and fulfill all reasonable instructions and security recommendations, if any, made in writing by **Inception Consultants** in connection with the performance of the security services.

17. **DA (Contracting Government)/ Department of Shipping** shall provide all information and materials reasonably required to enable **Inception Consultants** to provide the security services on a timely basis. **Inception Consultants** shall rely on and may independently verify the accuracy and completeness of any information supplied by **DA (Contracting Government)/ Department of Shipping**. **DA (Contracting Government)/Department of Shipping** shall be responsible for informing **Inception Consultants** of any changes to the information originally presented to it.

#### PART V - CONFIDENTIALITY

18. **Inception Consultants**, or its agents, or employees and Department of Shipping shall not disclose, divulge and / or disseminate to any third party, any confidential information of the other party (including the assignment instructions relating to port facility security assessment, plan and agreement, schedules and other subsequent agreements). This obligation will not apply to information, which is or becomes public through no fault of the parties or was already known to or becomes known to the receiving party without any obligation of confidentiality, as well as information, which the parties might be required to disclose under applicable laws (ISPS CODE-PART=A-16.6&16.7) or by order of competent judicial or governmental authority. The Official Secret Act, 1923 will also be applicable in case of any unauthorized breach of information by **Inception Consultants**.

#### PART VI - CONFLICT OF INTERESTS

19. **Inception Consultants** represents that it is free to enter into this agreement and that this engagement does not violate the terms of any agreement between it and any third party. During the term of this agreement, **Inception Consultants** shall devote as much of its productive time, energy and abilities to the performance of its duties hereunder as is necessary to perform the required duties in a timely and productive manner.

#### PART VII - AUDIT

20. The performance of **Inception Consultants** shall be audited regularly by the **DA (Contracting Government)/Department of Shipping**. If the **DA(Contracting Government)/Department of Shipping** thinks that independent auditors need to be appointed for the purpose of proper auditing then it may appoint such auditor. The audit report must be presented to the **DA (Contracting Government)/Department of Shipping** and **Inception Consultants** for necessary evaluation.

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**PART VIII - TAX AND OTHER DUTIES ON INCEPTION CONSULTANTS LIMITED'S**  
**\* INCOME**

21. **Inception Consultants** shall charge its dues directly from the party requesting for its service and any duties, taxes, levies or such other costs imposed by the concerned authorities on **Inception Consultants'** income shall be paid by the **Inception Consultants**. **Inception Consultants** cannot place any invoice or any financial burden on DA (Contracting Government)/ Department of Shipping in any circumstances.

22. **Inception Consultants** shall provide all information required by relevant government authorities with respect to duties, taxes or other liabilities arising out as a direct result of this contract.

**PART IX - NOTICES**

23. Unless otherwise provided in this agreement, any communication provided or permitted hereunder shall be in writing and addressed to the party for which it is intended. All notices and communications shall be sent via personal delivery, facsimile, or courier to the appropriate address set forth in this agreement before, until the same is changed by notice given in writing to the other party.

24. Any communication or document to be made or delivered to other party shall be effective only when it is received by that other party.

**PART X - FORCE MAJEURE**

25. Neither party shall in any circumstances whatsoever be liable to the other party for any delay or failure to fulfill its obligations under this Agreement where any such delay or failure is caused in whole or in part by any other cause beyond its control, including, without limitation, fire, floods, acts of God, acts or regulations of any governmental or supranational authority, war, riots.

**PART XI - VALIDITY AND ENTRY INTO FORCE**

26. This contract will remain in force for 5(five) years from the date of signing of the contract. In case of renewal, the preparation shall be made before 3 (three) months of expiry of the agreement.

**PART XII - TERMINATION**

27. If this Agreement is breached by one of the parties the other party will notify the violating party of its breach in writing to allow the notified party the opportunity to remedy the breach within 60 days, failing which the notifying party has the right to terminate the agreement immediately. However, the DA/DOS shall preserve the overriding authority.

28. This agreement may be terminated by either party by giving the other party 12 months written notice.

**PART XIII - SETTLEMENT OF DISPUTES.**

29. Any claims, dispute and or difference (including a dispute regarding the existence, validity or termination of this Agreement) arising out of, or relating to this contract including interpretation of its terms will be resolved through mutual discussion of the authorized representatives of the parties. However, if any such claim, dispute or difference cannot be resolved through such discussion within 30 (thirty) days the matter shall be referred to competent Court of Law.

**PART XIV APPLICABLE LAWS AND LANGUAGES**

30. This agreement is construed under the prevailing laws of the People's Republic of Bangladesh. The language of this agreement is English. However, correspondence, business and technical documents, and any other information relating to this agreement and the services shall be in English or in Bengali.

**PART XV SUPERSEDING EFFECT.**

31. This contract, together with all attachments, supersedes all written or oral agreements, and constitutes the entire agreement between the parties hereto.

**PART XVI AMENDMENTS**

32. This Contract shall not be deemed or construed to be modified, amended or waived, in whole or in part, except by written permission of the Department of Shipping.

**PART XVII COUNTER PARTS**

33. This Agreement may be executed in two counterparts each in the like form both of which taken together shall constitute one and the same document. IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to

**IN WITNESS WHERE OF, each of the Parties hereto has caused this agreement to be executed on the date first set forth above.**

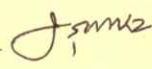
**FOR AND ON BEHALF OF:**


Government of the People's Republic of Bangladesh,

Represented by the **DA**  
**(Contracting Government)**  
Director General,  
Department of Shipping,  
under the Ministry of Shipping  
In witness of:

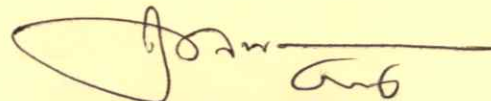


Name: **Commodore A Z M Jalal Uddin**  
(C), PCGM, ndc, psc, BN  
Designation: Director General

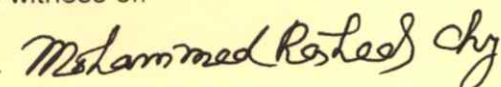
1. K. M. JASHIMUDDIN SARKER 

2. Md. Manjurul Kabir 

**FOR AND ON BEHALF OF:**  
Inception Consultants Limited,  
represented by its Chairman  
In witness of:



Name: **Mohammad Nasir**  
Designation: Chairman

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