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Contract No. 27.32.0000.008.07.001.22.1745; Date: 12/05/2022.
NOA No. 27.32.0000.008.07.001.22.1402; Date: 17/04/2022.
Tender No. 27.32.0000.008.07.001.22.414; Date: 02/02/2022.

Contract Agreement

THIS AGREEMENT made the 12th day of May 2022 between *Coal Power Generation Company Bangladesh Limited (CPGCBL), Unique Heights (level-17), 117-Kazi Nazrul Islam Avenue, Eskaton, Dhaka-1217* (hereinafter called “the Procuring Entity”) of the one part and *Black & white Engineers, 1426/A, Khilgaon Chowrasta, Dhaka.* (hereinafter called “the Contractor”) of the other part:

WHEREAS the Procuring Entity invited Tenders for certain works, viz, *Installation of Boundary Demarcation Pillar under Land Acquisition Project of CPGCBL-Sumitomo 1200 MW Power Plant in Moheshkhali, Cox's Bazar* and has accepted a Tender by the Contractor for the execution of those works in the sum of *Taka 6,59,824.898 (Six Lac Fifty-Nine Thousand Eight Hundred and Twenty-four Point Eight-nine-eight) only including VAT & Tax*, (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.

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“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”



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2. The documents forming the Contract shall be interpreted in the following order of priority:
 - a) the signed Form of Contract Agreement
 - b) the Notification of Award
 - c) the Completed Tender and the appendices to the Tender
 - d) the Particular Conditions of Contract
 - e) the General Conditions of Contract
 - f) the Drawings
 - g) the Bill of Quantities
 - h) any other document including correspondences listed in the PCC forming part of the Contract.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to execute and complete the works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”



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Contract No. 27.32.0000.008.07.001.22.1745; Date. 12/05/2022.

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

For the Procuring Entity

For the Contractor

Signature

Name
National ID No.
Title

Muhammad Saifur Rahman
Superintendent Engineer (Procurement)
CPGCBL, Dhaka.

Md. Abdul Hai
NID: 823 360 6436
Proprietor
Black & White Engineers.

In the presence
of:

Name
Address

Md. Mahmud Alam
Superintendent Engineer (Civil) (In charge)
CPGCBL, Dhaka.

Md. Abdul Mannan
Supervisor
Black & White Engineers.
NID: 5555955904

Name
Address

Bulbul Hossain
Sub-Divisional Engineer (Civil)
CPGCBL, Dhaka.

Akkas Ali
Skilled Worker
Black & White Engineers.
NID: 4647896747

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”