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Contract No. 27.32.0000.008.07.003.22.1846; Date: 22/05/2022. NOA No. 27.32.0000.008.07.003.22.1567; Date: 25/04/2022. Tender No. 27.32.0000.008.07.003.22.1085; Date: 23/03/2022.

Contract Agreement

THIS AGREEMENT made the 22nd 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 Kaizen Logistics Ltd., House- 07 (G.F.) & 04 (1st Floor), Road- 15, Sector-01, Uttara, Dhaka-1230. (hereinafter called "the Contractor") of the other part:

WHEREAS the Procuring Entity invited Tenders for certain works, viz, Auction of Construction Scrap Materials (2nd Phase) of Matarbari 2X600 MW Ultra Supercritical Coal Fired Power Project and has accepted a Tender by the Contractor for the execution of those works in the sum of Taka 10,17,03,300.00 (Ten Crore Seventeen Lac Three Thousand Three Hundred) only in which Tax amount Taka 86,55,600.00 only and VAT amount Taka 64,91,700.00 only, (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

 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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- 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 Complete Tender and the appendices to the Tender
 - d) the Particular Conditions of Contract
 - e) the Special Terms and Conditions of Contract
 - f) the Bill of Quantities/Price Schedule
 - g) 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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Contract No. 27.32.0000.008.07.003.22.1846; Date: 22/05/2022.

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

Signature

Name

National ID No.

Title

Muhammad Saifur Rahman

Superintendent Engineer (Procurement)

Coal Power Generation Company Bangladesh Limited (CPGCBL), Dhaka.

In the presence

of:

Name

Md. Adnan Ibrahim

Address Executive Engineer (Procurement)

CPGCBL, Dhaka.

Name

Bulbul Hossain

Address Sub-Divisional Engineer (Civil)

CPGCBL, Dhaka.

For the Contractor

Md. Eftekharul Islam 7784855426

Manager, Operation

Kaizen Logistics Ltd., Dhaka.

Md. Obaydur Rahman

General Manager, Accounts Kaizen Logistics Ltd., Dhaka. NID No. 2690421387806

Md. Salid Rahman Manager, Freight Kaizen Logistics Ltd., Dhaka. NID No. 1502652991