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Contract No.: 27.32.0000.008.07.005.22.1732; dt: 11/05/2022.

NOA No.: 27.32.0000.008.07.005.22.1632; dt: 28/04/2022.

RFQ No.: 27.32.0000.008.07.005.22.1431; dt: 18/04/2022.

### Contract Agreement

THIS AGREEMENT made on this 11<sup>th</sup> 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 MA H&F Trade Link, 262/9-B, West Agargoan, Sher-e-Bangla Nagar, Dhaka (hereinafter called "the Contractor") of the other part:

WHEREAS the Procuring Entity invited Quotation for certain Works and physical services named Performing Soil Test for Establishment of a Training Center under Matarbari 2x600 MW Ultra Super Critical Coal Fired Power Plant Project and has accepted the Quotation submitted by the Quotationer for the execution of those works in the sum of Taka 1,90,000.00 (One Lac Ninety Thousand) only (including VAT & Tax) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSED 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 hereinafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
  - (a) the Signed Contract Agreement
  - (b) the Letter of Invitation
  - (c) the Conditions of Contract
  - (d) the Design and Drawings
  - (e) the Priced Bill of Quantities
  - (f) any other document listed anywhere in 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.
5. Mentioned works must be carried out within 60 (Sixty) days from the date of commencement as directed by Engineer in-charge.

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:

Muhammad Saifur Rahman  
Superintendent Engineer (Procurement), CPGCBL.

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

For the Contractor:

Md. Harunur Rashid Bhuiyan  
Proprietor, MA H&F Trade Link.  
NID: 19612695041759851

Md. Motaleb Hossain Rajib  
Manager, MA H&F Trade Link.  
NID: 19935117387000183

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“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”



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### Conditions of Contract

1. Conditions of Contract contained herein shall be binding upon both the contracting parties for the purpose of administration and management of this Contract.
2. Implementation and interpretation of these Conditions of Contract shall, in general, be under the purview of the Public Procurement Act, 2006 and the Public Procurement Rules, 2008 and Coal Power Generation Company Bangladesh Ltd.
3. The Contractor shall have to commence the Works within 03 (Three) days of signing of the Contract Agreement and complete in conformity in all respects with the provisions of the Contract within 60 (Sixty) days.
4. The Contractor shall be entitled to an extension of the Intended Completion Date if the Procuring Entity delays in handing over the Site or if Force Majeure situation occurs or for any other reasons acceptable to the Procuring Entity on justifiable grounds duly recorded.
5. The Procuring Entity shall check and verify the Works executed by the Contractor and notify the Contractor of any Defects found.
6. Notwithstanding any testing and examination, the Procuring Entity by visual inspection or field tests may instruct the Contractor to:
  - a. remove and replace any works or part thereof which is not in accordance with the Contract,
  - b. remove and re-execute any other work or part thereof which is not in accordance with the Contract, and
  - c. execute any work which is urgently required for the safety of the Works.
7. The Contractor shall submit to the Procuring Entity the progressive invoices for estimated value of works executed less the cumulative amount certified previously.
8. After completion of the said work the site measurement shall be made by both employer and the contractor jointly and payment shall be made upon actual work done.
9. The Contractor shall be entirely responsible for payment of all taxes, duties, fees, and such other levies under the Applicable Law.
10. Notwithstanding any other practice, the method of measurement and mode of payment shall be based on the type of the Contract corresponding to the Bill of Quantities:

Unit-rate Basis

Measurement shall be made of the net quantity of each item of the Works actually executed in accordance with the Bill of Quantities. No progressive payment shall be made during execution of works. The Procuring Entity shall make payments to the Contractor in Taka currency, while the Final payment shall be made upon fulfilment of all contractual obligations by the Contractor.
11. The Contractor's rates or prices shall be inclusive of profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law.
12. The total Contract Price is Taka 1,90,000.00 (One Lac Ninety Thousand) only Including VAT & Tax.
13. No works under Extra Work Orders shall be permissible and, works under Variation Orders shall under no circumstances exceed fifteen (15) percent of the Contract Price subject to threshold specified in Rule 69 (1) and 69 (6) (ka) & (ga) of the Public Procurement Rules, 2008, as appropriate and Procurement Procedure and Delegation of Financial Power-2014 of Coal Power Generation Company Bangladesh Ltd.
14. The Procuring Entity contracting shall amend the Contract incorporating required approved changes subsequently introduced to the original Conditions of Contract in line with Rules, where necessary.
15. The Procuring Entity shall retain or in other words deduct from each progressive payment due to the Contractor at the rate of 10% (Ten Percent) as Retention Money (i.e. the traditional Security Deposit) until completion of the whole of the Works under the Contract.
16. The Contractor shall apply by notice to the Procuring Entity for issuing a Completion Certificate of the Works, and the Procuring Entity shall do so upon deciding that the work is completed.
17. The Procuring Entity shall, within seven (7) working days after receiving the Contractor's application:
  - a. issue the Completion Certificate to the Contractor stating that the Works were completed in accordance with the Contract, or
  - b. reject the application, giving reasons and specifying the works required to be done/redone by the Contractor to enable issuance of the Completion Certificate.

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18. The Procuring Entity shall Take-Over the Site and the Works not later than seven (7) working days of issuing the Completion Certificate.
19. The Procuring Entity may issue a notice for correction of Defects within fourteen (14) days from the Contractor's request for Final Payment stating the scope of corrections or additions that are necessary.
20. The Defects Liability Period of the Works shall be 03 (Three) months starting from the date of completion of the works and physical services.
21. After the Defects Liability Period has passed and, the Procuring Entity has certified in the form of Defects Corrections Certificate that all Defects notified by the Procuring Entity to the Contractor before the end of this period have been corrected.
22. The Defects Liability Period may be extended for as long as the Defects notified by the Procuring Entity remain to be corrected.
23. If the Contractor has not corrected a Defect within the time specified in the Procuring Entity's notice, the Procuring Entity shall assess the cost of having the Defects corrected by it, and the Contractor shall remain liable to pay the expenditures incurred on account of correction of such Defects.
24. The Contractor shall keep the Procurement Entity harmless and indemnify from any claim, loss of property or life to himself/herself, his/her workmen or staff, any staff of the Procurement Entity or any third party while executing the work. Any claim arising out of execution of the works shall be settled by the Contractor at his/her own cost and responsibility.
25. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's own cost, if the loss or damage arises from the Contractor's acts or omissions.
26. The Retention Money shall be returned to the Contractor within twenty one (21) days after expiry of the Defects Liability Period.
27. The Procuring Entity may, by written Notice sent to the Contractor, terminate the Contract in whole or in part at any time, if the Contractor:
  - a) fails to sign the Contract or commence the Work within the specified time.
  - b) fails to achieve satisfactory progress of Works in accordance with the Programme of Works.
  - c) fails to complete the Work as per design, drawing and specifications.
  - d) after receipt of a written notice from the Procuring Entity does not remedy its failure within the time period specified therein.
  - e) in the judgement of the Procuring Entity, has engaged in any corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Work.
  - f) fails to perform any other obligation(s) under the Contract.
28. The Procuring Entity and the Contractor shall use their best efforts to settle amicably all possible disputes arising out of or in connection with this Contract or its interpretation.
29. The Contractor shall be subject to, and aware of provision on corruption, fraudulence, collusion and coercion in Section 64 of the Public Procurement Act, 2006 and Rule 127 of the Public Procurement Rules, 2008.

**For the Procuring Entity:**

Muhammad Saifur Rahman  
Superintendent Engineer (Procurement), CPGCBL.

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

**For the Contractor:**

Md. Harunur Rashid Bhuiyan  
Proprietor, MA H&F Trade Link.  
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