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Contract No. 27.32.0000.008.07.004.22.3304; Date: 07/07/2022. NOA No. 27.32.0000.008.07.004.22.2229; Date: 13/06/2022. Tender No. 27.32.0000.008.07.004.22.1578; Date: 26/04/2022.

Contract Agreement

THIS AGREEMENT made the 7th day of July 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 M/S. Jashim Traders, 158, Shahid Sayed Nazrul Islam Sharani, Purana Palton, Dhaka-1000. (hereinafter called "the Contractor") of the other part:

WHEREAS the Procuring Entity invited Tenders for certain works, viz, Construction of Boundary Wall & Waste Water Disposal Works for Resettlement Houses at Matarbari 2x600 MW Power Project Area and has accepted a Tender by the Contractor for the execution of those works in the sum of Taka 13,19,706.867 (Thirteen Lac Nineteen Thousand Seven Hundred and Six Point Eight-six-seven) only including VAT & Tax, (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 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.
- 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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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.

In the presence

of:

Name

Address

Md. Adnan Ibrahim

Executive Engineer (Procurement)

CPGCBL, Dhaka.

Name Address **Bulbul Hossain**

Sub-Divisional Engineer (Civil)

CPGCBL, Dhaka.

Md. Jasim Uddin NID: 19831211386000017

Proprietor

M/S. Jashim Traders

Romzan Hossain

Manager

M/S. Jashim Traders

NID: 8255787494

Md. Sajib Hossain

Site Engineer (Ćivil) M/S. Jashim Traders

NID: 8702366645