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Contract No. 27.32.0000.008.01.001.19.544; Date: 03-03-2019.

NOA No. 27.32.0000.008.01.001.19.353; Date: 07-02-2019.

Tender No. 27.32.0000.008.01.001.18.1805; Date: 15-11-2018.

Contract Agreement

THIS AGREEMENT made the 3rd day of March 2019 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 **Western Engineering (Pvt.) Ltd., TCB Bhaban, 7th Floor, Kawran Bazar, Dhaka.** (hereinafter called "the Contractor") of the other part:

WHEREAS the Procuring Entity invited Tenders for certain works, viz, **Construction of Embankment at North Side Boundary of Kohelia Power Plant Project** and has accepted a Tender by the Contractor for the execution of those works in the sum of **Taka 7,34,55,274.351 (Taka Seven Crore Thirty-four Lakh Fifty-five Thousand Two Hundred and Seventy-four Point Three-five-one)** 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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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

Mohammed Humayun Kabir Mazumder
Superintendent Engineer (Procurement)
Coal Power Generation Company
Bangladesh Limited (CPGCBL), Dhaka.

AKM Kamruzzahan
NID: 3267872632
Deputy Chief Engineer (Civil)
Western Engineering (Pvt.) Ltd.
Mob: 01705416066

In the presence
of:

Name
Address

S.M. Abdul Mannaf
Executive Engineer (Mechanical)
CPGCBL, Dhaka.

Shafayetul Islam
Assistant Engineer
Western Engineering (Pvt.) Ltd.
NID: 7771270753

Name
Address

Bulbul Hossain
Assistant Engineer (Civil)
CPGCBL, Dhaka.

A.S.M. Wasim Akram
Assistant Engineer
Western Engineering (Pvt.) Ltd.
NID: 6405443216

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”