

Contract No.: 27.32.0000.008.07.013.21-1700;

NOA No.: 27.32.0000.008.07.013.21-1438; dt: 18-04-2022. RFP No.: 27.32.0000.008.07.013.21.1350; dt: 18-07-2021.

This CONTRACT (hereinafter called the "Contract") is made the 10th day of the month of May 2022, between, on the one hand, **Coal Power Generation Company Bangladesh Limited (CPGCBL)**, Unique Heights (level-17), 117, Kazi Nazrul Islam Avenue, Eskaton, Dhaka-1217 (hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, **System Architects (SA)**, Unit 42, House 31 (CELESTE), Road 20, Block K, Banani, Dhaka- 1213 and **JPZ Consulting (Bangladesh) Ltd, (JPZ BD)**, House 2/4, Level-5, Flat 5/B, Mohammadpur Housing Estate, Block-A, Mirpur Road, Dhaka-1207 (hereinafter called the "Consultant").

## **WHEREAS**

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract named "Consultancy Services for the preparation of Masterplan and Detailed Architectural & Engineering Design of Township Area under Matarbari 2x600 MW Ultra Supercritical Coal Fired Power Project." (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract; which has a value of BDT 2,86,89,886.00 (taka two crores eighty-six lac eighty-nine thousand eight hundred eighty-six only) (including VAT & Tax); where Remuneration expenses are Tk. 1,83,10,000.00, Reimbursable expenses is Tk. 36,44,000.00, VAT 37,42,159.00 and Tax 29,93,727.00.

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Date: 10-05-2022



NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents forming the integral part of this Contract shall be interpreted in the order of priority shown:

Section-A: The Form of Contract;

Section-B: Negotiation Meeting Minutes

Section-C: The Particular Conditions of Contract (PCC); Section-D: The General Conditions of Contract (GCC),

Section-E: The Appendices (1 to 7).

Appendix 1: Description of the Services Appendix 2: Reporting Requirements

Appendix 2: Reporting Requirements

Appendix 3: Key Personnel and Sub Consultants

Appendix 4: Services and Facilities to be provided by the Client

Appendix 5: Cost Estimates

Appendix 6: Form of Bank Guarantee for Advance Payment (Not used)

Appendix 7: Form of Bank Guarantee for Performance Security

Section-F: Other Documents

- 2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
  - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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Contract No.: 27.32.0000.008.07.013.21-1700;

Date: 10-05-2022

IN WITNESS We, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of CPGCBL:

**Muhammad Saifur Rahman** 

Superintendent Engineer (Procurement),

CPGCBL Dhaka. NID: 1213338217979 Principal Architect &CEO System Architects NID: 779 552 3211

**Enamul Karim Nirihar** 

J-Malal

Prof. Dr. Md. Anwarul Mustafa. PEng.

Managing Director

JPZ Consulting (Bangladesh) Ltd.

For and on behalf of Consultant:

NID: 3733697118

Witness:

Md. Mahmud Alam

Superintendent Engineer (Civil) (In Charge)

CPGCBL Dhaka NID: 3353098214172

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R.S.M Thansibul Hasan

Sub-Divisional Engineer (Architecture)

CPGCBL Dhaka NID: 7349791843 Alamin Hossain Head of Operation

System Architects

NID: 642 697 1237

Rana Mazumder Alice

Manager Tender & Procurement JPZ Consulting (Bangladesh) Ltd.

NID 6407875878