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## Form of Contract

### LUMP-SUM

Contract No: BREB/TAPP/ISPS-07/017

Date: 02-07-2018

This CONTRACT (hereinafter called the "Contract") is made the 02<sup>nd</sup> day of the month of July, 2018, between, on the one hand, **Bangladesh Rural Electrification Board (BREB)** (hereinafter called the "Client") and on the other hand, **Pathmark Associates Limited, Bangladesh** In Association with: **Matrix Business Development Ltd., Bangladesh.**

#### WHEREAS

- (a) The Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) The Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) The Client has received a credit from the International Development Association (IDA) toward the cost of the Services and intends to apply a portion of the proceeds of this credit to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the financing agreement, including prohibitions of withdrawal from the credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the financing agreement or have any claim to the credit proceeds;





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NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract (including Attachment 1 "Bank Policy – Corrupt and Fraudulent Practices);
  - (b) The Special Conditions of Contract;
  - (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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.

*[Handwritten signatures and initials]*





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IN WITNESS WHEREOF, 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 **BREB**

Signed by: **Debasish Chakraborty**  
Title: Project Director, TAPP Project, BREB,  
Dhaka-1229, Bangladesh.

For and on behalf of

**Pathmark Associates Limited, Bangladesh**

In Association with:

**Matrix Business Development Ltd., Bangladesh**

Signed by: **Mr. Muhammad Zahidul Islam**,  
Title: General Manager for Pathmark Associates  
Limited, Bangladesh

In Association with:

**Matrix Business Development Ltd., Bangladesh**  
Level 7, Navana Osman @ Link,  
214/D, Tejgaon Gulshan Link Road,  
Tejgaon, Dhaka-1208, Bangladesh.

E-mail: admin@pathmarkbd.com,  
pathmarkbd@gmail.com, info@matrix-bds.com

**Witnesses:**

1.   
**A. N. M. Rashad Hasan**  
GIS Specialist  
TAPP Project, BREB, Dhaka

2.   
**Saddam Hossain**  
Deputy Director (Finance)  
UREDS, DCSD Project BREB Dhaka

1.   
**Prof. Md Nazmul Islam Patwary** Sr. Advisor  
& Sr. Education Consultant  
Pathmark Associates Limited

2.   
**M A Rafiq Sarkar**  
Managing Director  
Matrix Business Development Ltd