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CONTRACT AGREEMENT (LUMP SUM)

Fund: Loan No. 2769-BAN and Grant No. – 0583 BAN (EF) & 0584 BAN (EF)

Package No.: SPIPS-2/b-D (Gender Action Plan Implementation Services)

Contract No.: BREB/SPPAI/SPIP-S-2/b-D/07/2019-2020

This CONTRACT (hereinafter called the "Contract") is made the 30th day of the month of September, 2019, between, on the one hand, Bangladesh Rural Electrification Board (BREB) (hereinafter called the "Client") and, on the other hand, the Joint Venture consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract: IPE Global Limited and BETS Consulting Services Limited (hereinafter called the "Consultant").

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; and
- (c) the Client has received a grant from the Asian Development Bank: toward the cost of the Services and intends to apply a portion of the proceeds of this grant 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) these payments will be subject, in all respects, to the terms and conditions of the grant agreement, including prohibitions of withdrawal from the grant 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 grant agreement or have any claim to the grant 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: Anticorruption Policy-- Standards of Conduct);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Remuneration Cost Estimates
 - Appendix D: Other Expenses, Provisional Sums and Contingency Cost Estimates
 - Appendix E: Minutes of Negotiation Meeting

If there is 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; and Appendix D. 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.



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

For and on behalf of Bangladesh Rural
Electrification Board (BREB) [the Client]

For and on behalf of the Joint Venture of
IPE Global Limited and BETS Consulting
Services Limited (the Consultant)

Signed by: **Md. Sakil Ibne Sayeed**
Title: Project Director
SPPAI Project, BREB.

Signed by: **Md. Anwar Hossain Chowdhury**
Title: Country Head-Bangladesh
IPE Global Limited

Witnesses:

1. Lanin Tripura Dhamai
Assistant Engineer
SPPAI Project, BREB

1. Md. Badiuzzaman
General Manager
BETS Consulting Services Limited

2. Md. Wazed Wasif
Assistant Engineer
SPPAI Project, BREB

2. Md. Sharoar Hossain Apo
Manager
IPE Global Limited