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I. Form of Contract for VARIATION No-01

TIME-BASED

This CONTRACT VARIATION No-01 (hereinafter called the "Contract") is made the ২২-day of the month of November, 2020, between, on the one hand, Bangladesh Water Development Board (BWDB) (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, Nippon Koei Co. Ltd., BETS Consulting Services Ltd. and Center for Natural Resource Studies (hereinafter collectively 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;
- (c) by an Agreement dated 16 June 2014 (hereinafter called the Loan Agreement) between the Govt. Of Bangladesh (hereinafter called the Borrower) and Japan International Cooperation Agency (hereinafter called "JICA"), JICA has agreed to make a loan to the Borrower for the purpose of financing Haor Flood Management and Livelihood Improvement Project (BWDB Part). (hereinafter called the Project);

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 VARIATION No-01:

- (a) Appendix J: Minutes of Contract Negotiation;
- (b) The General Conditions of Contract (GCC);
- (c) The Special Conditions of Contract (SCC);
- (d) The following Appendices:

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১ "দেশপ্রেমের শপথ নিন, দুর্মিতিকে বিদায় দিন"



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- Appendix A: Description of Services
Appendix B: Reporting Requirements
Appendix C: Expert Schedule
Appendix D: Remuneration Cost Estimates
Appendix E: Reimbursable Cost Estimates
Appendix F: Summary of Cost Estimates
Appendix G: Services, Facilities and Equipment to be provided by the Client
Appendix H: Form of Advance Payments Security
Appendix I: Acknowledgment of Compliance with Guidelines for the Employment of Consultants under Japanese ODA Loans

In the event of any ambiguity or conflict between the documents listed above, the order of precedence shall be the order in which the documents are listed in this Clause 1.

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;
(b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract;
(c) Subject to subparagraph (d) hereunder, and notwithstanding any other provisions of this Contract, payments under this Contract shall not exceed JPY 178,627,140 in foreign currency/currencies, and BDT ৪৮৬,১৭৮,০২০ in local currency. Except as otherwise agreed between the Client and the Consultant:
(i) Foreign currency payments to the Consultant hereunder will be made in JPY;
(ii) Local currency payments to the Consultant hereunder will be made in BDT.
(d) The maximum amount specified in subparagraph (c) here above has been fixed on the understanding that the Client will make available free of charge to the Consultant the exemptions, assistance, services and facilities provided for under Clause 5 of the General Conditions of Contract and in Appendix G as required for the purposes of the Services. If any such exemptions, assistance, services and facilities are not supplied, the parties shall consult regarding what additional allowance (if any) should be made to the Consultant as a result thereof to cover necessary additional expenses not envisaged in the cost estimates in Appendices D and E.



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IN WITNESS WHEREOF, the Parties hereto have caused this Contract VARIATION No-01 to be signed in their respective names as of the day and year first above written.

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| For and on behalf of Bangladesh Water Development Board | For and on behalf of the Joint Venture of Nippon Koei Co. Ltd (NK), Japan, BETS Consulting Services Ltd (BETS) Bangladesh and Centre for Natural Resources Studies (CNRSS), Bangladesh |
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A.K.M. Shamsul Alam
Project Director/Chief Engineer,
Haor Flood Management and
Livelihood Improvement Project,
BWDB, Dhaka

Mr. Naoki KUDO
General Manager
Dhaka Office of Nippon Koei CO., Ltd.

Mr. Naoki KUDO
General Manager
Dhaka Office of Nippon Koei CO., Ltd.

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| | Dr. Abdus Shabur Managing Director BETS Consulting Services Ltd. Dhaka |
| | Mr. M. Anisul Islam Director Center for Natural Resources Studies (CNRSS), Bangladesh. |

Witness:

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| 1. | 2. |
| <small>(Md. Asaduzzaman) Superior Engineer (Dy. Project Director Haor Flood Management and Livelihood Improvement Project BWDB, Dhaka.)</small> | <small>Md. Fakhrul Abedin Co-Term Leader 02 Joint Venture of NK, Japan BETS (Bangladesh) and CNRS (Bangladesh)</small> |

³“দেশপ্রেমের শপথ নিন, দুর্লভিত্বে বিদায় দিন”