

Contract Agreement (Form e-PW2-4)

Contract no: 14.33.0000.753.07.003.23/90

Date: 11-05-2023 AD

THIS AGREEMENT made the 11th day of May 2023 between Bangladesh Telecommunications Company Limited, Telejogajog Bhaban, 37/E, Eskaton Garden, Dhaka-1000 (hereinafter called "the Procuring Entity") of the one part and M/S. Nayma Enterprise. 320, Sarin Tower 6th Floor, Charpara Mur, Mymensingh, P.S: Kotwali, Dist: Mymensingh. (hereinafter called "the Contractor") of the other part:

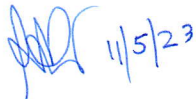
WHEREAS the Procuring Entity invited Tenders for certain works, viz, "Repair, Maintenance and External/Internal Painting of Uttara, Tongi, Mymensingh, Netrokona, Jamalpur, Tangail and Norshingdi Telecomm Bhabon under DTR(North), BTCL" (e-Tender ID: 790513) and has accepted a Tender by the Contractor for the execution of those works in the sum of Taka 33,42,366.00 (Taka Thirty-Three lakh Forty-Two thousand Three hundred and Sixty-Six only) including all kinds of VAT and Taxes (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.
2. The following documents forming the Contract shall be in the following order of priority:
 - (a) the signed 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 Technical Specifications
 - (g) the General Specifications
 - (h) the Drawings
 - (i) the priced Bill of Quantities and the Schedules
 - (j) any other document 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.

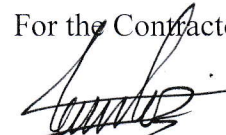
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bangladesh on the day, month and year first written above.

For the Procuring Entity:



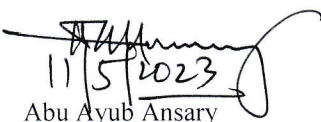
Md. Aslam Hossain
General Manager (Procurement), BTCL
Sher-E Bangla Nagar, Dhaka-1207
On behalf of Managing Director
Bangladesh Telecommunications Company Limited

For the Contractor:



Md. Ibrahim Khan
Proprietor
NID: 193 129 5370
Mobile: 01712 560952
M/S. Nayma Enterprise.
320, Sarin Tower 6th Floor, Charpara Mur,
Mymensingh, P.S: Kotwali, Dist: Mymensingh.

In the Presence of



Abu Ayub Ansary
Dy. General Manager (Local Procurement), BTCL
Sher-E Bangla Nagar, Dhaka-1207



Mahfuzul Alam Fahad
NID: 236 293 4040
Mobile: 01911 080724