

## Contract Agreement (Form e-PW2-4)

Contract no: 14.33.0000.753.07.018.23/132

Date:21-12-2023 AD

THIS AGREEMENT made the 21<sup>th</sup> day of December 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 Nizhum Enterprise, Damudar Fultala, Khulna-9210 (hereinafter called "the Contractor") of the other part:

WHEREAS the Procuring Entity invited Tenders for certain works, viz, "Supply, Installation, Testing and Commissioning of Optical Fibre Outside Plant (OSP) works to connect 24 different GP links to BTCL's OFC points as rectification of adjacent routes OFC in Barishal, Jhalakathi, Pirojpur, Patuakhali and Barguna District" (e-Tender ID: 888603) and has accepted a Tender by the Contractor for the execution of those works in the sum of Tk. 1,25,67,490.000 (Taka ONE CRORE TWENTY-FIVE LAKH SIXTY SEVEN THOUSAND FOUR HUNDRED AND NINETY 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.

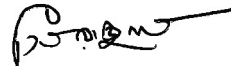
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bangladesh on the day, month and year first written above.

For the Procuring Entity:

For the Contractor:

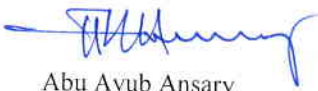
 21/12/2023


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



Md. Serazul Islam  
Proprietor  
NID: 471 693 876 7403  
Mobile: 01969 252 640  
M/s Nizhum Enterprise, Damudar Fultala, Khulna-9210

In the Presence of

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

  
Md. Jakir Hossen  
Manager  
NID: 507 822 3467  
Mobile: 01764 899 252  
M/s Nizhum Enterprise, Damudar Fultala, Khulna-9210