Date: 20-03-2023 AD

THIS AGREEMENT made on the 20<sup>th</sup> day of March 2023 between Bangladesh Telecommunications Company Limited, Telejogajog Bhaban, 37/E Eskaton Garden, Dhaka-1000 (hereinafter called "the Employer") of the one part and Hamida Traders Limited, Mahtab Centre (11<sup>th</sup> Floor), 177 Shadeed syed Nazrul Islam Sarani, Bijoy Nagar, Dhaka-1000 (hereinafter called "the Service Provider") of the other part:

WHEREAS the Procuring Entity invited Tenders for certain Services viz 'Procurement of Preventive and Corrective Maintenance Services of BTCL Optical Fiber' (LOT-B), (under the Tender No. 14.33.0000.753.07.006.22/178 dated: 04-10-2022 AD), and has accepted the Tender Submitted by the Tenderer for Providing of those Services in the sum of Tk 3,88,58,500.00 (Taka Three Crore Eighty-eight Lakh Fifty-eight thousand Five hundred 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 documents forming the Contract shall be interpreted in the following order of priority :
- (a) The signed Form of Contract Agreement
- (b) The Letter of Acceptance
- (c) The Services Provider's Completed Tender
- (d) The Particular Conditions of Contract
- (e) The General Conditions of Contract
- (f) The Performance Specifications and Drawing
- (g) The Priced Activity Schedule
- (h) Any other document listed in the PCC forming part of the Contract
- 3. In consideration of the payments to be made by the Employer to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Employer to provide and complete the services and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
- 4. The Employer hereby covenants to pay the Service Provider in consideration of the Performance and completion of the Services 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 Empolyer:

Md. Aslam Hossain

Geneal Manager (Procurement), BTCL

On behalf of Managing Director

Bangladesh Telecommunications Company Limited

For the Service Provider:

Shummund

Md. Nurul Huq

Managing Director

M/s Hamida Traders Ltd,

NID: 2368320749

Mahtab Center (11th Floor)

177, Shaheed Syed Nazrul Islam Sarani, Dhaka-1000.

In the Presence of

Abu Ayub Ansary

Dy. General Manager (Local Procurement), BTCL

Md. Nasimul Hasan

**Executive Officer** 

NID: 1450473259

M/s Hamida Traders Ltd