

Contract Agreement (Form e-PW3-7)

Contract no: 14.33.0000.753.07.013.23/155

Date: 12-11-2023 AD

THIS AGREEMENT made the 12th day of November 2023 between Bangladesh Telecommunications Company Limited, Telejogajog Bhaban, 37/E, Eskaton Garden, Dhaka-1000 (hereinafter called "the Procuring Entity") of the one part and NCCL OFCNC JV, 7/1, Bagmara Cross -02, Khulna, Bangladesh. (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 Fiber Outside Plant Works to connect 68 Nodes/GP Sites to BTCL's OFC Point under Mymensingh, Jamalpur, Sherpur, Netrokona, Kishoreganj & Tangail Districts." (e-Tender ID: **864699**) and has accepted a Tender by the Contractor for the execution of those works in the sum of Taka 3,67,21,333.245 (Taka THREE CRORE SIXTY SEVEN LAKH TWENTY ONE THOUSAND THREE HUNDRED THIRTY THREE POINT TWO FOUR FIVE 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 in the following order of priority:
 - (a) the signed Contract Agreement
 - (b) the Notification of Award
 - (c) the completed Tender and the appendix 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. PE 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:



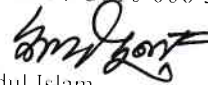
12/11/2023

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

For the Contractor:

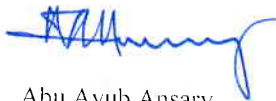


Ibrahim Khalil Al Zayad
Director, M/S National Construction Company Limited (NCCL)
LEAD Partner & Chairman, NCCL OFCNC JV, 7/1, Bagmara
Cross -02, Khulna, Bangladesh.
NID: 1973 2699 5010 000 53



Md. Shahidul Islam
Proprietor, M/S OFC Network Communications (OFCNC)
Co- Partner & Vice- Chairman, NCCL OFCNC JV, 7/1,
Bagmara Cross -02, Khulna, Bangladesh.
NID: 4126 1057 163 42
Mobile: 01718 719054

In the Presence of



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



MD. Ibrahim Kabir
NID: 4716 9387 75234
Asstt. Director, M/S OFC Network Communications (OFCNC)