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Contract Agreement



THIS AGREEMENT, made the 23 April 2019 between Upazila Engineer, Local Govt. Engineering Department, Companiganj, Noakhali (hereinafter called "the Procuring Entity") of the one part and M/S. SINHA ENTERPRISE, Pro: MD. HANIF (SABUJ), Char Kakra, Companiganj, Noakhali, (hereinafter called "the Contractor") of the other part.

WHEREAS, the Procuring Entity invited Tenders for certain Works, viz, Construction of Class Room of CHAR JATRA Govt. Primary School under Companiganj, Noakhali, Need Based Infrastructure Development of Newly Nationalized Govt. Primary School (Ist phase) (NBIDNNGPS), Package No : e-Tender/NBIDGNNPS/NKL/COM/2018-19/W1. 03476 (e-Tender notice No: 1/2018-19, Tende ID No: 288667) and has accepted a Tender by the Contractor for the execution of those works in the sum of Tk. 1,00,86,427.264 (One Crore Eighty Six Thousand Four Hundred Twenty Seven Point Two six four Only). (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 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 as forming part of the Contract.

শুধু শিক্ষার জন্যে, দুর্নীতিকে বিদায় দিন



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03. 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.
04. 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.

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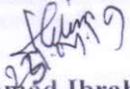
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IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bangladesh on the day, month and year first written above.

For the Procuring Entity

For the Contractor

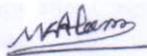
Signature
Name


Mohammad Ibrahim Khalil
Upazila Engineer
LGED, Companiganj,
Noakhali


M/S. Sinha Enterprise
Proprietor: Md. Hanif (Sabuj)
Char Kakra, Companiganj Noakhali

National ID No.
Title

In the presence of :


1. Md. Khorshed Alam
Sub-Assistant Engineer, LGED
Companiganj, Noakhali.


2. Md. Saleem Hossain
Sub-Assistant Engineer, LGED
Companiganj, Noakhali.

In the presence of :

1. M/S. Raju Enterprise


মেসার্স রাজু এন্টারপ্রাইজ
প্রোগ-মোহাবাদ ছিদ্দিক উল্লাহ
বামনী, কোম্পানীগঞ্জ, নোয়াখালী।

2.


কিম্বা সিনা হস্তশিল্পী,
হস্তশিল্প কোম্পানীগঞ্জ