

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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Contract Agreement (Form-3-7)

M/S. Liton Traders
Proprietor

This Agreement made the day- 3rd, Month- March & Year of 2016 between Meherpur Pourashava represented by Mayor (herein after Called "the Procuring Entity"), of the one part, and M/S, Liton Traders, Modon mohon para, Jhenaidah (hereinafter Called 'the Contractor'), of the other part :

WHEREAS the Procuring Entity desires that the Works known as : Lot-2, Road-8- Rehabilitation of road by DBC from Meherpur Shadar Police station to Kalachadpure Primary school.(ch, 0+000 to ch, 3+015km), R-64-Rehabilitation of road by DBC from Nazrul school Mosque to Kushtia road.(ch, 0+000 to ch, 0+600m),R-Rehabilitation of road by DBC from road Thana road (Jamal sarnaker house) to Kathuli road Shahaji para Mosque.(ch. 0+000 to ch. 0+200)m,R-46-Construction of RCC road from Wapda road to Kassab para Bakkar house.(ch. 0+000 to ch, 1+100km),R-33-Rehabilitation of road by DBC from Kathuli road Nasimon stand to Mahatab Khan house Sheikpara road,(ch.0+000 to ch, 0+420 m) & Connecting road from Main road ch, 220m to Mahatab Khan house,(ch. 0+000 to ch, 0+190 m), R-50-Construction of RCC road from Chakra para (Rafique councilor house) to BTCL Main road.(ch.0+000 to ch, 0+500m), R-40-Construction of RCC road (Part-A) from Sheik para Primary school to Kuddus house.(ch. 0+000 to ch, 0+300m) & (Part-B) from Kalachandpur road to Kashem house,(ch.00+00 to ch,00+300m),R-13-Rehabilitation of road by DBC From fire service station to Bus- Stand road (Aheya Khan House).(ch. 0+000 to ch, 0+690m),R-41-Rehabilitation of road by DBC from Thana road(Jainal Bihari house) to Kalachandpur road(Abul house), (ch.0+000 m to ch.0+240m), R-34-Rehabilitation of road by DBC from Kathuli road (Earul house) to Ber para road(Hannan Master house)via Natun para Mosque.(ch. 0+00 to ch, 1+480)m & Connecting road, (ch. 0+000 m to ch, 00+180m), R-11-Rehabilitation of road by DBC from Thana road Fulbagan para near Abul house to Kathuli road (Razzak house).(ch. 0+000 to ch, 0+980)m, D-265-Construction of RCC drain with cover slab from Nazrul School Mosque to H/O Azad.(ch, 0+00 to ch.0+150 m) & Connecting Drain from Kushtia road to Existing main drain in front of H/O Nasir (ch, 0+00 to ch.0+150 m), D-228-Construction of RCC drain from Thana road (Jamal Sarnaker house) to Kathuli road Shaji Para Mosque. (ch.0+000 m to ch.0+200m), D-227-Construction of RCC drain from Thana road (Jainal Bihari house) to Kalachandpur (Ashadul house).(ch.0+000 to ch.0+245m), D-186-Construction of RCC drain with cover slab from Natun para existing drain near (Badar house) to Kathuli road outfall near (Mahatab Khan house). (ch. 0+210 m to ch.0+ 970m).in Meherpur Pourashava of the Contract amount (including Salvage Amount) BDT.6,97,69,436.43 (Tk. Six core ninety seven lac sixty nine thousand four hundred thirty six & paisa forty three only), (Excluding Salvage Amount) BDT.6,91,48,423.31 (Tk. Six core ninety one lac forty eight thousand four hundred twenty three & paisa thirty one only), Salvage amount (fixed) BDT.6,21,013.12(Tk. Six lac twenty one thousand thirteen & paisa twelve only) should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these works and the remedying of any defects therein,

The Procuring Entity and the Contractor agree as follows :

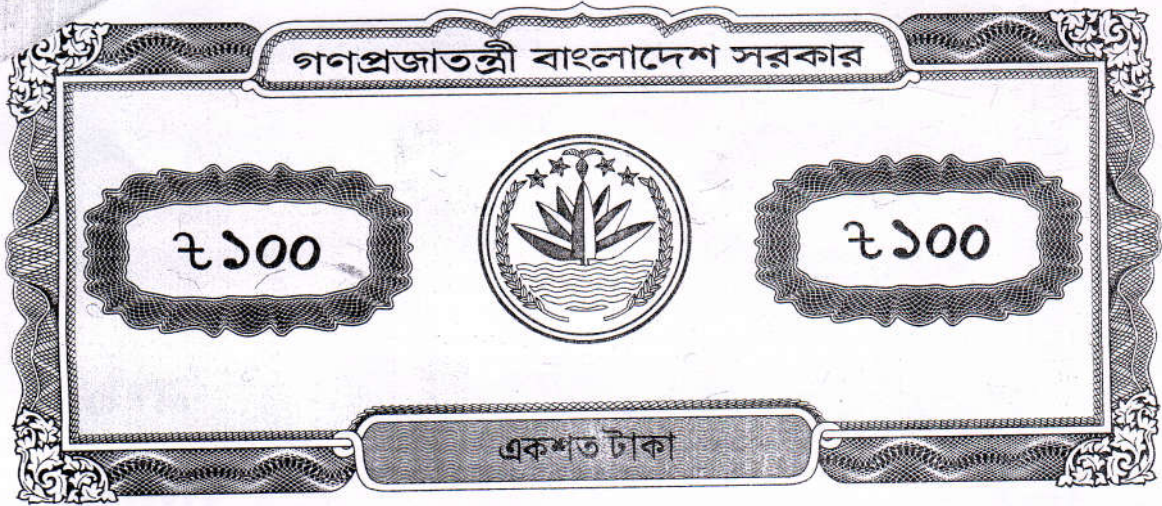
1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Contract documents referred to.



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M/s. Liton Traders
Proprietor

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. The Agreement shall be interpreted in the following order of priority and shall prevail over all other Contract documents.
- a) the Contract Agreement,
 - b) the letter of Acceptance,
 - c) the letter of Bid,
 - d) the particular Conditions of Contract,
 - e) the list of Eligible Countries that was specified in Section 5 of the bidding document,
 - f) the General Conditions of Contract,
 - g) the Specification,
 - h) the Drawings,
 - i) the Completed Activity Schedules or Bill of Quantities, and
 - j) any other document listed in the PCC as forming part of the Contract.



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3. In consideration of the payments to be made by the Procuring Entity to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Procuring Entity to execute the works and to remedy defects therein in conformity in all respects with the previous 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 of the borrowing country on the day-3rd month-March and year-2016, indicated above.

Signed by.....
for and on behalf of the Procuring Entity
Md. Motasim Billah Motu (HOPE)
Mayor, Meherpur Pourashava, Meherpur.

Motashim Billah Motu
Mayor
Meherpur Municipality
Meherpur.

In the presence of :
Engr. Md. Harun-Ur-Rashid
Executive Engineer
Meherpur Pourashava, Meherpur. **Engr. Md. Harun-ur-Rashid**
Executive Engineer
Meherpur. Pourashava

M/s. Liton Traders
Signed by.....
for and on behalf of the Contractor
M/S. Liton Traders
Modon mohon para, Jhenaidah.

In the presence of :

- ১) মোঃ মাহবুবুল হক
২৭৫/২ নম্বর ওয়া কুড়িয়া
- ২) মোঃ মাহবুবুল হক
বিশ্বনাথী ওয়া কুড়িয়া