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Contract Agreement (Form-3-7)

The Agreement made the day- 06 March 2016 between Meherpur Pourashava represented by Mayor (herein after Called "the Procuring Entity"), of the one part, and MSA-NB (JV), Park para, Jhenaidah (hereinafter Called "the Contractor"), of the other part :

WHEREAS the Procuring Entity desires that the Works known as Lot-1, R-73-Rehabilitation of road by DBC from Meherpur-Chuadanga high ways beside Post Office to Shisu Bagan Para road near Kaumi Madrasha.(ch. 00+000 m to ch. 0+680m), R-71-Construction of RCC road from Stadium road (infront of stadium gate) to Kazi Office road near Pump house. (ch. 0+000 m to ch. 0+350m), R-22-Rehabilitation of road by DBC near Asker Ali house road to Bhairab river out fall (ch. 0+000 m to ch. 0+350m), R-23-Construction of RCC connecting road at Halder para started from existing brick drain to existing outfall near Fattah Mosque. (ch. 0+000 m to ch.00+510 m), R-117-Construction of RCC connecting road in front of Alauddin Master house to Jahirul house. (ch.0+000 m to ch.0+680 m), R-75-Construction of RCC road started from Stadium road infront of Progoty clinic to existing RCC outfall drain near Sattar shop.(ch. 0+000 m to ch. 0+ 540m), R-6-Rehabilitation of road by DBC from Thana road Foyes store to Showkhin store.(ch. 0+000 to ch. 1+100m), R-3-Rehabilitation of road by DBC from Kushtia road Taher clinic to Mollick para Pond,(ch. 0+000 to ch. 1+200m), Drain-185-Construction of RCC drain from existing inspection pit infront of Post Office to existing drain near Sattar Shop. (ch.0+000 m to ch. 0+380.00 m),D-184-Construction of RCC pipe drain from existing drain infront of Stadium gate to existing inspection pit near Pump house.(ch. 0+000 m to ch. 0+362 m), D-215-Construction of RCC drain from existing brick drain infront of Ashker Ali to Bhairab river outfall infront of Bhairab Primary school.(ch. 0+000 m to ch.0+350 m), D-217-Construction of RCC connecting drain at Halder para started from existing brick drain to existing outfall near Fattah Mosque. (ch. 0+000 m to ch.00+510 m), D-252-Construction of RCC drain with cover slab started from Fosdari Para Alauddin Master house to Jahirul Miha house.(ch. 0+000 m to ch. 0+ 680m), D-282-Construction of RCC drain with cover slab started from Stadium road infront of Progoty clinic to existing RCC outfall drain near Sattar shop.(ch. 0+000 m to ch. 0+ 540m),D-187-Construction of RCC drain from Main road existing drain near (Advt. A.Rashid house) to Bhairab river outfall.(ch. 0+000 m to ch. 0+750 m) in Meherpur Pourashava, of the Contract amount (Including Saivage amount) **BDT.7,73,67,487.47 (Tk. Seven core seventy three lac sixty seven thousand four hundred eighty seven & paisa forty seven only)**,(Excluding Salvage Amount) **BDT.7,70,50,079.47 (Tk. Seven core seventy lac fifty thousand seventy nine & paisa forty seven only)**, Salvage amount (fixed) **BDT.3,17,408.00 (Tk. Three lac seventeen thousand four hundred eight 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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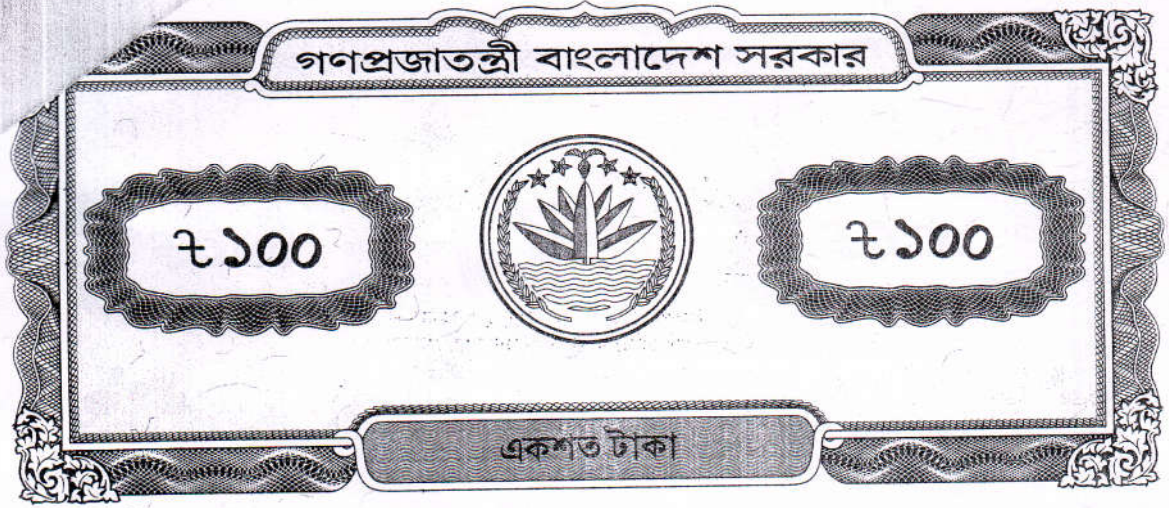
MSA-NB (JV)
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Proprietor



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MSA-NB (JV)
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, month and year indicated above.

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

Motashim Billah Motu
Mayor
Meherpur Municipality
Meherpur.

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

06.03.2016
Engr. Md. Harun-ur-Rashid
Executive Engineer
Meherpur, Pourashava.

MSA-NB (JV)
Signed by.....
for and on behalf of the Contractor
M/S. MSA-NB (JV).
Park para, Jhenaidah.

In the presence of :
Md. Abdul Haman
Govt. Contractor
Hotel Bazar, Meherpur
Mob.-01711144124