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Contract Agreement (Form e-PW-2b)

Contract No: 46.05.0000.407.07.065.23.e-Contract-04

Date: 26/09/2023

THIS AGREEMENT made the 27th day of **September, 2023** between **The Executive Engineer, MODS Zone-3, Dhaka WASA** (hereinafter called “the Procuring Entity”) of the one part and **M/S. Rafia Enterprise, 249/1/A/5, South Jatrabari, Dhaka** (hereinafter called “the Contractor”) of the other part:

WHEREAS, the Procuring Entity invited Tenders for certain works, viz, “**Findout & Rising to Road Surface Level with Repair & Maintenance of Existing DMA Assets (SV, ARV, SV Chamber, ARV Chamber and Washout Chamber) at DMA- 302 Area under MODS Zone-3, Dhaka WASA**” and has accepted a Tender by the Contractor for the execution of those works in the sum of **TK.2,65,051.395/- (Taka Two Lakh Sixty Five Thousand and Fifty One Point Three Nine Five)** 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.



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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.
- 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.

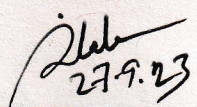
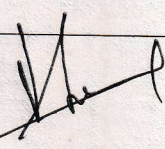
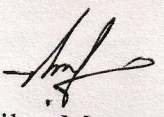
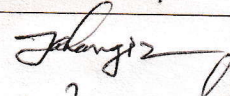
3. In Consideration of the payments to be made by the Procuring Entity to the contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Entity to execute and complete the works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the work and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract.



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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	Jayanta Saha NID No : 4633944055	MD. RASHEDUL ISLAM NID No : 6895260427
Title	Executive Engineer (C.C) MODS Zone-3 Dhaka WASA.	Proprietor M/S. Rafia Enterprise 249/1/A/5, South Jatrabari, Dhaka
In the presence of	1. 	M/S. Ripon Enterprise
Name Address	Ansar Ahmad Chakdar Assistant Engineer MODS Zone-3 Dhaka WASA.	Ansar 203414 Hazi Lal Mhila Sarker Lane. Miradpur Dhaka-1204
In the presence of	2. 	
Name Address	Milan Mazumder Assistant Engineer MODS Zone-3 Dhaka WASA.	M/S. Milan and Brothers 215/A Middle Bazar Dhaka-1219.