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Contract Agreement (Form e-PW2-4)

Contract No: 46.113.404.00.00.297.26/WR-04(B)-11/25-26/e-NOA-72

Date: 21-May-2026

THIS AGREEMENT made the 21-May-2026 day of between **The Executive Engineer, MODS Zone-1, Dhaka WASA** (hereinafter called "the Procuring Entity") of the one part and **BMS Construction., 33 Sha Ali Tower 4th floor Karwan Bazar.tejgaon Dhaka-1215.** (hereinafter called "the Contractor") of the other part:

WHEREAS the Procuring Entity invited Tenders for certain works, viz, **"Repairing & Maintenance of Different diameter Sluice Valve in the water line network at DMA-109A, DMA-109B & DMA-103 Area Under MODS Zone-01, Dhaka WASA."** and has accepted a Tender by the Contractor for the execution of those works in the sum of **Tk. 4,72,222.020 (Taka Four Lakh Seventy-two Thousand Two Hundred Twenty-two Point Zero Two Zero)** 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.

(e-Tender ID- 1258361)

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”



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[Handwritten signature]

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 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 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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