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Contract Agreement (Form e-PG3- 8)

Tender Ref. No. DSHE/SESIP/SPSU/1-99/Printing(Part-1)/2014/1064; Date: 20/10/2015
e-Tender ID No. 33822

THIS AGREEMENT made the 18th day of **January, 2016** between The **Program Director**, Secondary Education Sector Investment Program (SESIP) & **Director General**, Directorate of Secondary and Higher Education (DSHE), Shikkha Bhaban (5th Floor), Block-B, 16, Abdul Ghani Road, Dhaka-1000, Bangladesh (hereinafter called "the Procuring Entity") of the one part and **M/S M.N. Mallick & Company**, Paltan Tower: 87, Purana Paltan Line, 4th Floor, Dhaka - 1000, Bangladesh (hereinafter called "the Supplier") on the other part:

WHEREAS the Procuring Entity invited Tenders for certain goods and related services, viz, supply of **Printing Materials (PBM & ISAS Form)** as per specification and has accepted a Tender by the Supplier for the supply of those goods and related services in the sum of **TK. 2,08,50,662.00** (two crore

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eight lac fifty thousand six hundred sixty two) 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 following documents forming the Contract shall be in the following order of precedence, namely:
 - (a) the signed Form of Contract Agreement;
 - (b) the Notification of Award;
 - (c) The Tender and the appendices to the Tender
 - (d) Particular Conditions of Contract;
 - (e) General Conditions of Contract;
 - (f) Technical Specifications;
 - (g) Drawings;
 - (h) Price Schedules and Schedule of Requirements and;



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(i) other document including correspondences listed in the PCC forming part of the Contract

3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and related services 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 Supplier in consideration of the provision of the goods and related services 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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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:

Signature:

18.01.2016

Name: **Ratan Kumar Roy** (Additional Secretary)
Designation: Joint Program Director, SESIP

For the Supplier:

M. N. MALICK & CO.

Mahbub Alam Mallick
Chairman
M/S M. N. Mallick & Company

In the presence of
Name:

18.01.2016
1. Prof. Dr. Shamsun Naher
Deputy Director (Admin.)
SESIP

18.1.16
2. Md. Anamul Haque Shaon
Sr. Executive (Marketing)
M/S M. N. Mallick & Company

18.01.2016
3. Md. Aminul Islam
Assistant Director (Admin-02)
SESIP

18.1.16
3. Nazmul Huda (Paru)
Executive
M/S M. N. Mallick & Company