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Contract Agreement (Form e-PG3-8)

Tender Ref. No. DSHE/SESIP/1-289/Printing (GD 32)/2016/69; Date: 12/02/2017 e-Tender ID No. 87250

THIS AGREEMENT made the 03rd day of **April**, **2017** between The Joint **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 Nahid Advertising & Printing**, 87, Purana Paltan Line, Paltan Tower (4th Floor), Suit-402, Motijheel, 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 Life Skill Development Materials (Training Materials) 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. 75,36,525.00 (seventy five lac thirty six thousand five hundred twenty five) only (hereinafter called "the Contract Price").



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NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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



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- 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:

For the Supplier:

Signature:

Name:

Md. Abu Sayed Sk (Additional Secretary)

Designation:

Joint Program Director, SESIP

03-09-17

Proprietor

M/S Nahid Advertising & Printing

Nanioa islam

03.04.13

Proprietor Nahid Advertising & Printing

In the presence of

Name:

1. Prof. Dr. Shamsun Naher

Deputy Director (Admin.), SESIP

2. Md. Ismail

Manager

M/S Nahid Advertising & Printing

3. Md. Aminul Islam

Assistant Director (Admin-02)

SESIP

4. Md. Abdul Halim Graphics Designer

M/S Nahid Advertising & Printing



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CONTRACT AMENDMENT

Contract No.	DSHE/SESIP/1-289/Printing (GD 32)/2016/69; Date: 12/02/2017 (Tender ID No. 87250)
Amendment No.	01; Date: 25.04.2017
Approval Reference No.	File No. DSHE/SESIP/1-289/Printing (GD 32)/2016
	Note Sheet: Page No Para No

Contract No. DSHE/SESIP/1-289/Printing (GD 32)/2016/69; Date: 12/02/2017 (Tender ID No. 87250) by and between the Md. Abu Sayed Sk (Additional Secretary), JPD, SESIP and Nahida Islam, Proprietor, Nahid Advertising & Printing for the contract named Life Skill Development Materials (Training Materials) is amended as follows:

- 1. GCC Clause 31.4: Pursuant to GCC sub Clause 31.4 form ePG3-4 Technical Specification and Compliance of goods and related services Item No. 1 Sl. No. 2 is hereby revised from "Sheet of 65 numbers" to "sheet of 35 numbers".
- 2. GCC Clause 25.1: is hereby revised as the contract price shall be 54,93,550 (fifty four lac ninety three thousand five hundred fifty) instead of 75,36,525 (seventy five lac thirty six thousand five hundred twenty five). This change in contract price is a result of reduction in unit price from "88.665" to "64.630" per manual of 35 pages.

The effective date of this Amendment is 25.04.2017 or upon execution whichever is later.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT

THIS AMENDMENT, consisting of [2] page(s) and [2] attachment(s), is executed by the persons signing below who warrant that they have the authority to execute this Amendment under the original Contract.

IN WITNESS WHEREOF, the Procuring Entity and the Supplier have signed this Amendment.

[Supplier's Authorized Signatory]

[Procuring Entity's Authorized Signatory]

Nahida Islam

Proprietor

Nahid Advertising & Printing

Md. Abu Sayed Sk. (Additional Secretary)

Joint Program Director, SESIP

Attached. 1. Accepted Rate Analysis of the Contract- 1 Page

2. Note Sheet- 1 Page

"দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন"