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Contract Agreement

THIS AGREEMENT made the 29 this day of June, 2017, between Project Director, Southwest Area Integrated Water Resource Planning and Management Project-Additional Financing (hereinafter "the Employer"), of the one part, and M/S Azam Construction, 51/1 Alipur, Faridpur (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as "Construction of Project Management Office Building at Faridpur, Package no. I-W-08A (NCB) under Southwest Area Integrated Water Resources Planning and Management Project-Additional Financing [ADB Loan No. 3302-BAN (SF) & GON Grant No. 0441] 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 Employer and the Contractor agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Contract Agreement,
 - (b) the Letter of Acceptance,
 - (c) the Letter of Technical Bid,
 - (d) the Letter of Price Bid,
 - (e) the Variation Nos insert variation numbers if any.
 - (f) the Particular Conditions of Contract – Part A,
 - (g) the Particular Conditions of Contract – Part B,



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- (h) the List of Eligible Countries that was specified in Section 5 of the Bidding Document
- (i) the General Conditions of Contract,
- (j) the Specifications,
- (k) the Drawings,
- (l) the completed Schedules including Bill of Quantities, and
- (m) any other documents shall be added here.

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer 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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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 indicated above.

Signed by

[Signature]
29/06/17

(Md. Anisul Islam)
Project Director
Southwest Area Integrated Water Resources
Planning and Management Project-Additional
Financing
Bangladesh Water Development Board

Signed by

[Signature]
20/06/17

(Md. Azmol Hossain Khan)
Proprietor
M/s Azam Construction
51/1, Alipur, Faridpur

in the presence of Witness:

[Signature]
29.06.17

(Dewan Ainul Haque)
Executive Engineer
Southwest Area Integrated Water Resources
Planning and Management Project-Additional
Financing
Bangladesh Water Development Board

in the presence of Witness:

[Signature]

(Nurul Amin Bappi)
Field Engineer
M/s Azam Construction
51/1, Alipur, Faridpur

(Md. Sultan Mahmud)
Executive Engineer
Faridpur O&M Division
BWDB, Faridpur