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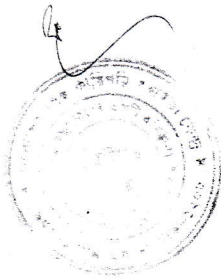
Contract Agreement (Form e-PG3 - 8)

Contract No 36.06.0000.025.07.432.18.1-8

Dated: 21-01-2019

THIS AGREEMENT made the 21st January, 2019 between "Strengthening of BITAC for the Establishment of an Institute for Tool Technology with Common Testing Facilities (1st Revised)" Project, BITAC, 116(kha), Tejgaon Industrial Area, Dhaka-1208 hereinafter called "the Project Director" of the one part and M/s. Systems & Services Limited, Registered Office at 47/8, Indira Road, Tejgaon, Dhaka 1215 and Corporate Office at House # 40, Road # 7B, Block-H, Banani, Dhaka-1213 hereinafter called "the Supplier" of the other part:

WHERE AS the PE invited Tenders for certain goods and related services, via, "Procurement of Spare parts for training Machine (CNC)" under the e-Tender No. 36.06.0000.025.07.432.18.1-8 Dated: 07-11-2018, Tender ID No. – 243539 and has accepted a Tender by the Supplier for the supply of those goods and related services in the sum of Taka 2,22,66,112.00 (Taka Two Crore Twenty Two Lakh Sixty Six Thousand One Hundred and Twelve) hereinafter called "the Contract Price".

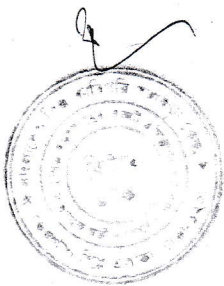




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NOW THIS AGREEMENT WITNESSETHASFOLLOWS:

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;
 - (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 PE to the Supplier as hereinafter mentioned, the Supplier here by covenants with the PE to provide the goods and related services and to remedy any defects there in inconformity in all respects with the provisions of the Contract.



“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”




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4. The PE 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.


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:


21.01.2019

Dr. Syed Md. Ihsanul Karim
Project Director
"Strengthening of BITAC for the Establishment of
an Institute for Tool Technology with Common
Testing Facilities (1st Revised)" Project
BITAC, 116 (kha), Tejgaon Industrial Area, Dhaka-1208

For the Supplier:


21 Jan 2019

Md. Ziaul Hasan Khan
Managing Director
M/s. Systems & Services Limited
House # 40, Road # 7B, Block-H,
Banani, Dhaka-1213



In the presence of


21.01.2019

1. Md. Ashraf Uddin
Director, Systems & Services Limited


21.01.2019

2. Mr. Md. Masud Rana
Executive Engineer, Tool Institute Project,
BITAC, Dhaka

“দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন”