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CONTRACT AGREEMENT

Memo No. DGFP/L&S-3/Injectables/2020-21/220/24

Date: 14/12/2020

THIS AGREEMENT made the 14th day of December 2020 between Director (Logistic and Supply) & Line Director (Procurement, Storage & Supply Management), Directorate General of Family Planning, 6, Kawran Bazar, Dhaka-1215 (Hereinafter called “the Procuring Entity”) of the one part and Techno Drugs Ltd., 31, Segunbagicha, Dhaka-1000 (Hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring Entity invited Tenders for certain goods and related services, viz, Lot -1: 4.5 Million Vials Injectables; Lot -2: 4.5 Million Vials Injectables & Lot -3: 5 Million Vials Injectables [total 14 Million Vials Injectables] under contract package No. FSD/GD-14, 4th HPNSP and has accepted a Tender by the Supplier for the supply of those goods and related services in the sum of Lot-1: BDT 18,00,00,000.00 (Taka Eighteen Crore only); Lot-2: BDT 18,00,00,000.00 (Taka Eighteen Crore only) & Lot-3: BDT 20,00,00,000.00 (Taka Twenty Crore only) [Total: BDT 56,00,00,000.00 (Taka Fifty Six Crore Only) (Hereinafter called “the Contract Price”).

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Rahma Talukder
Director (Logistics & Supply) and
Line Director (PSSM)
Directorate General of Family Planning, Dhaka.

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Md. Mamunur Rashed
Director, Development
Techno Drugs Ltd.

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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) Price Schedules and Schedule of Requirements and;
 - h) 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.



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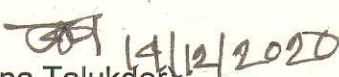
4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS where of 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:

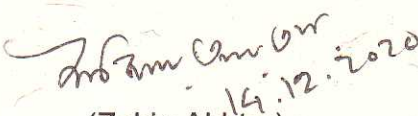
Signature

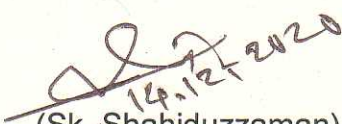
Print Name
Title


(Ratna Talukder)
Director (Logistics and Supply)
&
Line Director (PSSM-FP)
Directorate General of Family Planning
6, Kawran Bazar, Dhaka-1215.

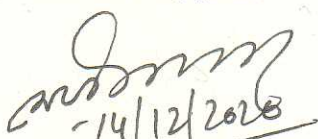
In the presence
of

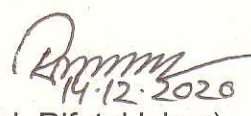
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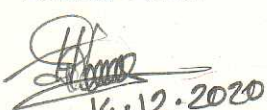

(Zakia Akhter)
Deputy Director (Foreign Procurement)
Logistics & Supply Unit
Directorate General of Family Planning
6, Kawran Bazar, Dhaka-1215.


(Sk. Shahiduzzaman)
Asst. Director (Foreign Procurement)
Logistics & Supply Unit

For the Supplier:


(Md. Mamunur Rashid)
Director, Development
Techno Drugs Ltd.
31, Segunbagicha, Dhaka-1000.


(Md. Rifatul Islam)
Manager
Institutional Business
Techno Drugs Ltd.
31, Segunbagicha
Dhaka-1000.


(Hafsa Sultana Smrity)
Additional Manager
Institutional Business