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Ref: sep/contract/2013/009

THIS CONTRACT AGREEMENT is made on the 02<sup>nd</sup> day of May, 2013.

BETWEEN

Save the Children International, House No. CWN (A) 35, Road No. 43, Gulshan-2, Dhaka-1212,  
Bangladesh, (hereinafter called "the Purchaser")

And

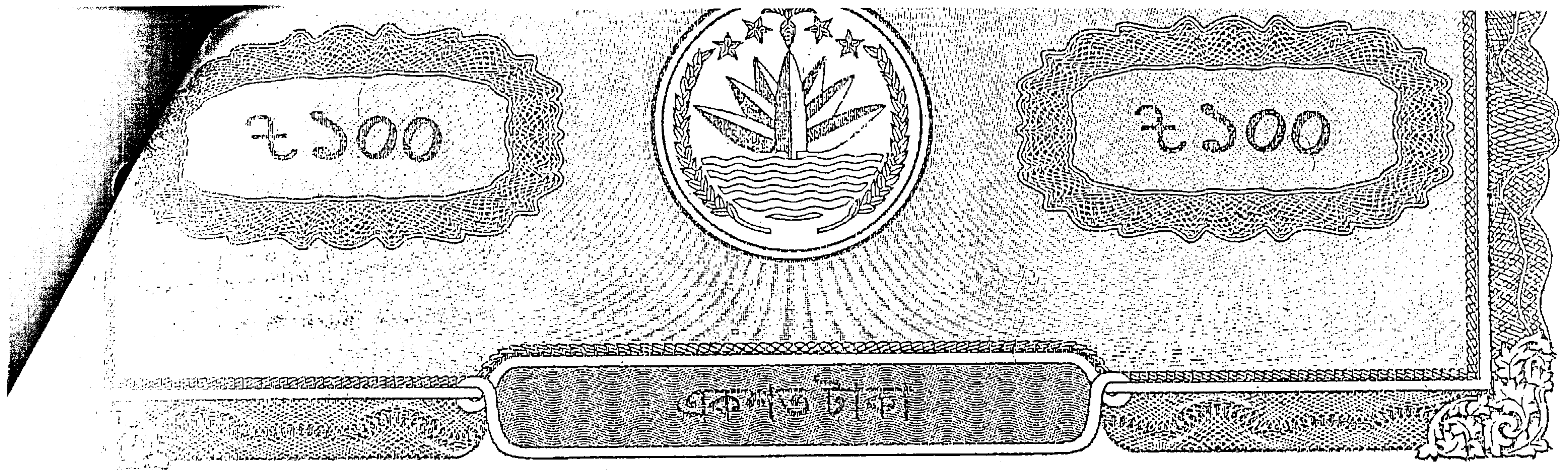
JMI Syringes & Medical Devices Ltd. a corporation incorporated under the laws of *Bangladesh*  
and having its principal place of business at 7/A Shantibagh, Dhaka 1207, Bangladesh  
(hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., procurement and distribution of Needle and Syringes as stated in the schedule of requirements and has accepted a bid by the Supplier for the supply of those goods and services in the sum of BDT 63,302,546.00 (BDT Sixty Three Million Three Hundred and Two Thousand Five Hundred Forty Six Only) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

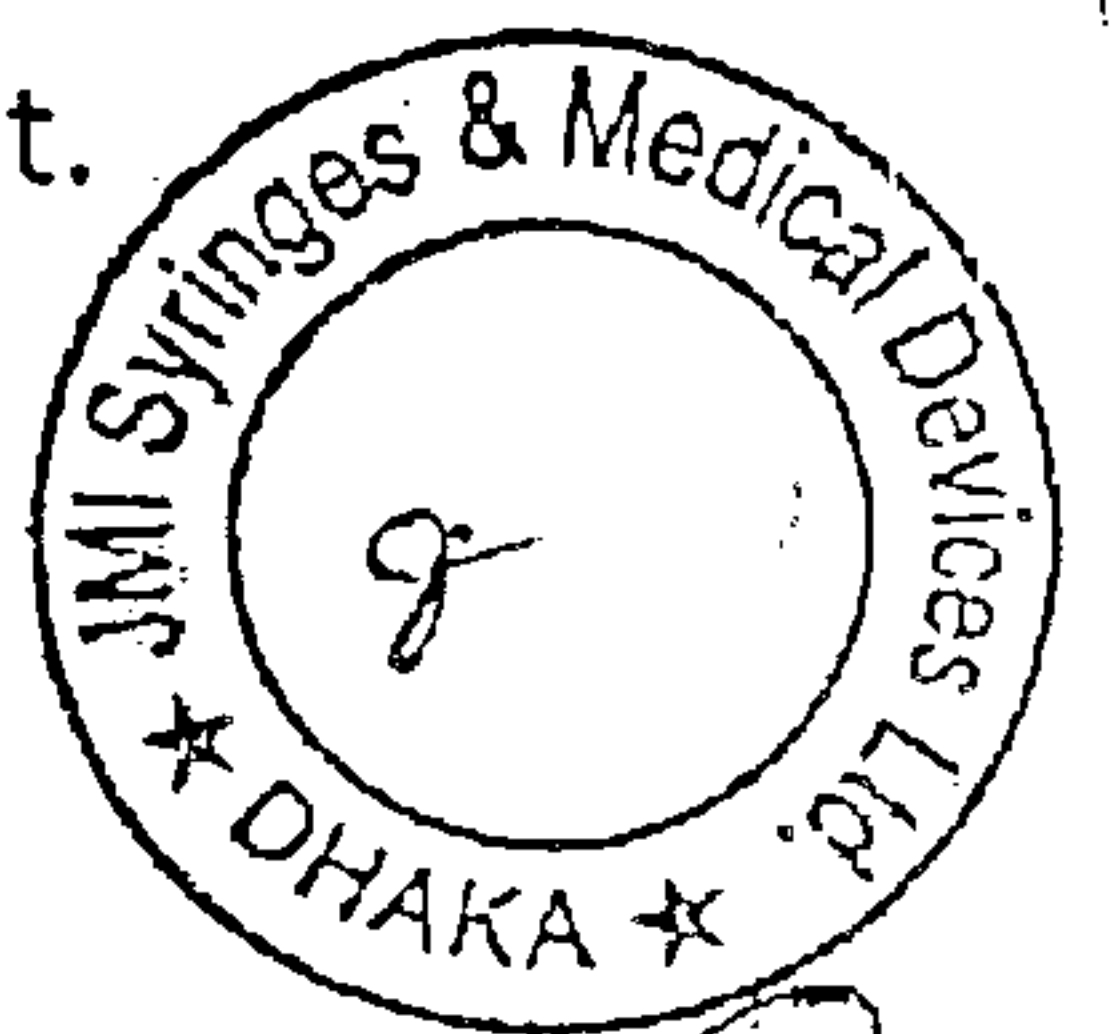
1. In this Agreement words and expressions shall have the same meanings as are respectively



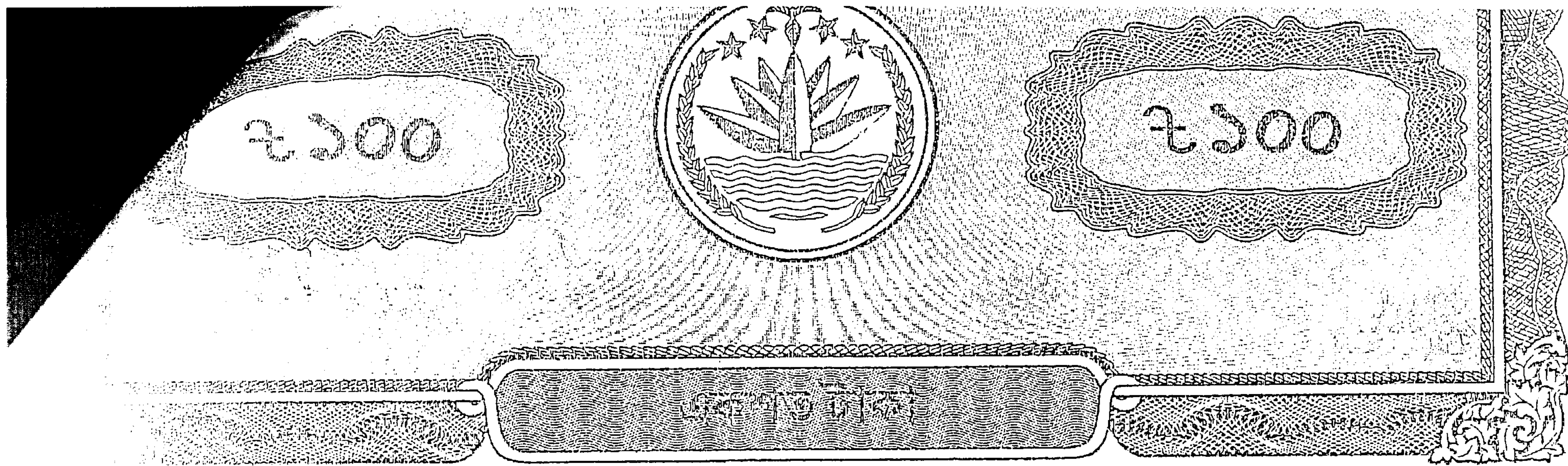


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2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - a) This Contract Agreement
  - b) Special Conditions of Contract
  - c) General Conditions of Contract
  - d) Technical Requirements (including Functional Requirements and Implementation Schedule)
  - e) The Supplier's bid and original Price Schedules
  - f) The Purchaser's Notification of Award
  - g) *Save the Children's Child Safeguarding Policy*
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods







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become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

For and on behalf of **Save the Children International** (Purchaser)

Signed: \_\_\_\_\_

Michael McGrath in the capacity of *Country Director*

date 2/5/13

in the presence of Kamruzzaman, Senior Manager- P&SC \_\_\_\_\_

For and on behalf of **JMI Syringes & Medical Devices Ltd.** (Supplier)

Signed: \_\_\_\_\_

Md. Abdur Razzaq  
Managing Director  
JMI Syringes & Medical Devices Ltd.  
7/A, Shantinagar, Dhaka-121

date 02/05/13

MD. Abdur Razzaq in the capacity of Managing Director

in the presence of \_\_\_\_\_

Showquat Hossain  
General Manager, Sales & Marketing  
JMI Syringes & Medical Devices Ltd.

02.05.2013

JMI Syringes & Medical Devices Ltd.



# 3. PRICE SCHEDULE FOR DOMESTIC GOODS FROM WITHIN THE PURCHASER COUNTRY

Page 1 of 1

Name of Bidder: JMI Syringes & Medical Devices Ltd.  
Contract Package No. : 3 (Procurement & distribution of Disposable Needle & Syringe)

1 Product Code	2 Product	3 Unit Pack Size	4 Qty. offered (Pcs)	5 Unit Prices		6 Total Unit Price [BDT]	7 Total price per item (4 x 6)	8 Sales & other Taxes Payable if contract is awarded	9 Name of manufacturer	10 Pharmaceutical Standard	11 Local input in the cost as % of ex-factory price incolumn7
				[A] (Ex-factory Warehouse Etc)	[B] Inland transportation Included						
Package-3	3 ml Disposable Syringe	Single	61,90,474	Included	Included	Tk. 4.25	Tk. 26309514.5	Included	JMI Syringes & Medical Devices Ltd.	N/A	55%
Package-3	5 ml Disposable Syringe	Single	49,11,529	Included	Included	Tk. 4.60	Tk. 22593033.4	Included	JMI Syringes & Medical Devices Ltd.	N/A	55%
Package-3	Disposable Needle 23 G	Single	21,69,021	Included	Included	Tk. 1.80	Tk. 3904237.8	Included	JMI Syringes & Medical Devices Ltd.	N/A	55%
Package-3	Disposable Needle 27 G	Single	58,30,978	Included	Included	Tk. 1.80	Tk. 10495760.4	Included	JMI Syringes & Medical Devices Ltd.	N/A	55%

Total Bid Price : 6,33,02,546.10

Currency : BDT

In figures : 6,33,02,546.10

In words

: Six Crore Thirty Three Lac Two Thousand Five Hundred Forty Six Taka and Ten Paise Only.

Note:

- Column 7 is optional and it will be applicable only when required in accordance with ITB Sub-Clause 16.2 (a) (iii) and (iv) and the related provisions in the Bid Data Sheet.
- For Column 9, pursuant to ITB 30.1 in the case of discrepancy between unit price and total price, the unit price shall prevail.
- For column 13, a breakdown of the cost of local labor, local raw materials, and local components provided from Within the country should also be indicated separately as specified in ITB Sub-Clause 27.1 along with adequate Proof to substantiate each of these local inputs.

Signed: \_\_\_\_\_  
Dated : 9<sup>th</sup> January, 2013  
In the capacity of: General Manager, Sales & Marketing