

## AGREEMENT

THIS AGREEMENT made the..... day of ....., 20 Between Tamilnadu Medical Services Corporation Limited, No.417, Pantheon Road, Egmore, Chennai – 600 008. (Name of purchaser) of ..... (Country of Purchaser) (here in after "the Purchaser") of the one part and ..... (Name of Supplier) of ..... (City and Country of Supplier) (here in after called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz;. Supply of Surgical Consumables to TNMSC Ltd., under rate contract system for one year from the date of acceptance in the tender Reference No. **001/M(P)/SURGICAL/TNMSC/2019, Dated.13.02.2019** (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services for the sum of .....(Contract Price in Words and Figures) (hereinafter called "the Contract Price") for a period of one year from the date of execution of this agreement.

### **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 Conditions of Contract referred to, and they shall be deemed to form and be read and construed as part of this agreement.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) The Letter of Acceptance issued by the purchaser.
- (b) The Notice Inviting Tender
- (c) The supplier's bid including enclosures, Annexure, etc.
- (d) The Terms and Conditions of the Contract
- (e) The Schedule of Requirement
- (f) The Technical Specification

- (g) Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the bidder which are acceptable to the purchaser and the entire Addendum issued as forming part of the contract.

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 and 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.

Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under.

Sl. No	Drug Code	Brief Description of Goods & Services	Unit	Tender Qty in Unit*	Unit Price	GST %	Total value Inclusive of GST
						<b>Total Contract Value</b>	

\* Tender quantity indicated here is tentative and may vary subjected to various terms and conditions of the tender.

**DELIVERY SCHEDULE:**

The supplier shall supply at least **50%** of the ordered quantity within **60 days** from the date of purchase order and the balance quantity within **70 days** from the date of purchase order at the destinations mentioned in the purchase order.

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the  
said..... (For the Purchaser)

in the presence of .....  
Signature  
Name  
Address

Signed, Sealed and Delivered by the  
Said ..... (For the Supplier)

in the presence of .....  
Signature  
Name  
Address

**Performance Security Bank Guarantee**

(unconditional)

To : **Tamilnadu Medical Services Corporation Limited** (Name of **Purchaser**)  
No.417, Pantheon Road, Egmore, Chennai – 600 008.

**WHEREAS** ..... (Name of the Supplier) herein called “the Supplier” has undertaken, in pursuance of Tender No.**001/M(P)/SURGICAL/TNMSC/2019, Dated.13.02.2019** to supply of **Surgical Consumables to TNMSC Ltd., under rate contract system for one year from the date of acceptance.** (Description of Goods and Services) hereinafter called “the Contract”.

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, upto a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of the Guarantee in Words and Figures)

as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ..... day of ..... 20.....

Signature and Seal of Guarantors

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Date ..... 20 .....

Address .....

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