

CONTRACT FORM

(Stamp duty as applicable as per MSA)

THIS AGREEMENT made the .....day of....., २००...

Between..... (Name of purchaser) of..... (Country of Purchaser)  
(Hereinafter "the Purchaser") of the one part and..... (Name of Supplier)  
of..... (City and Country of Supplier) (Hereinafter called "the Supplier") of the  
other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz. (Brief Description of Goods and Services) be procured and has accepted a bid by the Supplier for the supply of those goods and services in the sum of..... (Contract Price in Words and Figures) (Hereinafter called "the Contract Price"). Whereas the supplier has deposited a Bank Guarantee of Rs..... ( Rs. in words.....) as performance security towards the fulfillment 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.
2. The contractor has accepted the contract on the terms and condition set out in notice No.----- as well in the Acceptance Letter No :- ----- Dt:-----which will hold good during the period of this agreement.
3. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) The Price List submitted by the Supplier;
  - (b) The Schedule of Requirements;
  - (c) The Technical Specifications;
  - (d) Terms & conditions of tender document.

(e) The Purchaser's Notification of Award.

4. 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.
5. 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.
6. Upon breach by the supplier of any of the condition of the agreement, the Managing Director may by a notice in writing resolving, determine and put an end to this agreement without prejudice to the right of the Government to claim damages for antecedent breaches thereof on the part of the supplier and also to responsible compensation for the loss occasioned by the failure of the supplier to fulfill the agreement as certified in writing by the Managing Director which certificate shall to conclusive evidence of the amount of such compensation payable by the supplier to the Government.
7. This Agreement shall remain in force until the expiry of the date of delivery of material but notwithstanding herein or in the tender and acceptance forms contained the -Government shall not be bound to take the whole or any part of the estimated quantity herein or therein mentioned and may cancel the contract at any time upon giving one month's notice in writing without compensating the Supplier.
8. The Supplier has fully read, understood & shall abide by all the term and conditions as stipulated in Tender document, failing which the Contract Agreement is liable to be terminated at any time without assigning any reason by the Haffkine Biopharmaceutical Corporation Ltd. (Procurement Cell)

9. Any change/amendments if required to be incorporated in the Agreement at a later stage shall be discussed & mutually agreed by both the parties and supplementary agreements shall be binding on both the parties and shall form the part of this agreement
  
10. This Contract Agreement shall be governed by and construed in accordance with the laws of Republic on India.

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

Sr. No.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED *	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS
					As per the supply order

\*9. Actual quantity to be supplied may vary & will be strictly as per actual requirement

2. Actual supply to take place only after & as per the supply order(s) issued by Haffkine Biopharmaceutical Corporation Ltd., (Procurement Cell) from time to time.

IN WITNESS whereof the parties hereto 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:.....

Signed, Sealed and Delivered by the

Said..... (For the Supplier)

In the presence of .

