

(on Non-judicial stamp paper of Rs.300/- duly Notarized)

## A G R E E M E N T

**THIS AGREEMENT** made on this ..... day of ..... Two thousand .....

### BETWEEN

..... (Name of the Company), having Registered Office at ..... and represented by ..... (Name and designation of the Authorized Officer (herein after called “**The Supplier**”, which expression where the context so requires or admits shall include his legal heir, administrators, executors, assignees and legal representatives) of the **ONE PART**.

### AND

..... (Name of the Company), having Registered Office at ..... and represented by ..... (Name and designation of the Authorized Officer (here in after called “**The Purchaser / purchaser Company**”, which expression where the context so requires or admits shall include his administrators, executors, authorised person, assignees and legal representatives) of the **OTHER PART**.

**WHEREAS**, the Supplier willingly submitted bids for the Tender No.....of the Purchaser company for supply of ..... ***[Name of the material / items to be supplied by the Supplier]*** as specified and as per delivery instructions provided in the Acceptance of Tender (AT) / Letter of Intent(LOI)/ Letter of Acceptance (LOA) issued vide No .....dtd..... by the Purchaser company at the accepted respective prices or rates mentioned against the said items / materials.

**AND WHEREAS THE PURCHASER** Company has accepted the tender of the Supplier for the supply for the total sum of Rs. (Rupees ..... only) \*including / excluding taxes upon the terms and subject to the conditions herein mentioned in the agreement.

**AND WHEREAS**, a list is made out in the “**SCHEDULE**” hereunder written and all of which said documents of the Schedule are deemed to form part of this agreement and included in the

expression “the Supply” wherever herein used, upon the terms and subject to the conditions hereinafter mentioned.

**NOW THIS AGREEMENT WITNESSES AS UNDER AND IT IS HEREBY AGREED AND DECLARED THAT:-**

- (1) The Supplier has accepted the Terms and Conditions set out in the Tender Notice No. .... dtd. .... as well as in the form of Acceptance of Tender (AT) // Letter of Intent(LOI)/ Letter of Acceptance (LOA) No. .... dtd. .... which will hold good & valid during the period of this Agreement.
- (2) The supplier shall do and perform for all supplies and things mentioned and described in this agreement or which are implied therein or therefrom respectively or are reasonably necessary for the in-time and in manner supplies as mentioned and subject to the general / commercial terms & conditions and stipulations contained in this agreement.
- (3) In consideration of the due provision, executions, completion of the Supply, as agreed to by the Supplier as aforesaid, the Purchaser company hereby agrees to pay all the sums of money as and when they become due and payable to the supplier under the provisions of the agreement and such payment to be made at such times and in such manner as provided in the agreement.
- (4) In respect of the said Tender as per the terms & conditions of this Agreement, the Supplier has deposited amount in Cash or DD or has provided valid Bank Guarantee of Rs. .... (Rupees .....only) with the Purchaser Company towards performance guarantee of execution period i.e. for security deposit of the supply material / items.
- (5) Upon breach by the Supplier of any of the conditions of this Agreement, the Purchaser Company may give a notice in writing to rescind, determine and put to an end to the A/T without prejudice to the right of the Purchaser company to claim damages for antecedent breaches thereof on the part of the Supplier and also to claim reasonable compensation / risk & cost purchase for the loss occasioned by the Purchaser Company due to failure of the Supplier to fulfill the Order as certified in writing by the Purchaser for which Certificate shall be conclusive evidence of the amount of such compensation payable by the Supplier to the Purchaser.

- (6) The Purchaser Company shall not be bound to take the whole or any part of the ordered quantity herein or therein mentioned in the LOA / AT and may cancel the contract at any time after giving **ONE MONTH'S NOTICE IN WRITING** without compensating the Supplier.
- (7) This Agreement shall remain in force till the expiry of satisfactory performance of the Supply during Guarantee / Warranty period including for the quantity mentioned in the repeat order, if any as per the terms & conditions of the LOA / AT.
- (8) Any Notice in connection with the Supply including the Notice for termination may be given by the Purchaser or any Authorized Officer for the said purpose as per the Commercial Terms & Conditions of the LOA / AT.
- (9) If subject to the circumstances beyond control i.e. Force Majeure conditions, the Supplier fails to deliver the materials, the same shall be governed as per the Tender Documents.
- (10) The agreed value, extent of supply, delivery dates, specifications, and other relevant matters may be altered by mutual agreement as per the policy of the purchaser Company and if so altered shall not be deemed or construed to mean or apply to affect or alter other general / commercial terms & conditions of the agreement and the agreement so altered or revised shall be and shall always be deemed to have been adhered subject to and without prejudice to said stipulation.
- (11) The following is the Schedule forming part of this agreement as provided herein above:

## SCHEDULE

List of documents:

- 1,
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

In witness whereof the parties hereto have set their hands and seals this day, month and year first above written.

Place:

Date:

1. Signed, Sealed and delivered by :

(Signature with Name, Designation & official seal / stamp)

For and on behalf of M/s. \_\_\_\_\_ (Supplier)  
*(Complete Name, Address of the authorised person of the Supplier with Authority letter or Board's Resolution in case of company)*

In the presence of Name, full Address & Signatures:

i)

ii) \_\_\_\_\_

2. Signed, Sealed and Delivered by :

(Signature with Name, Designation & official seal / Stamp)

For and on behalf of \_\_\_\_\_ (Purchaser),  
*(Complete Name, Designation & Location / Address of the authorised officer as per DOP of the Purchaser Company)*

In the presence of Name, Full Address & Signature:

i)

ii) \_\_\_\_\_

**Please Note following:**

1. LOI and LOI Acceptance to be mentioned in Schedule- List of Documents
2. Agreement should be on the non-judicial stamp paper of Rs.300/- and notarized
3. Seal and sign on each page of agreement is required.
4. Authorization of signatory person is required.
5. Please submit the copy of LOI with seal and sign on each page.
6. From the successful Bidder's side the Agreement can be signed by the Authorized Representative as under:
  - If the Authorized Representative is from a Partnership Firm, then a certified copy of the Registered Partnership Deed must be attached along with the signatures of other partners who have authorized the particular partner to execute and sign the Agreement;
  - If it is a Private or Public Limited firm, a copy of the Resolution, authorizing the person to execute and sign the Agreement on behalf of the firm, passed by the Board of Directors along with the Company's Seal must be attached with the Agreement; &
  - If it is a Proprietary Firm, then the Proprietor himself should execute and sign the Agreement and his full residential address must be available in the file.