AGREEMENT

THIS AGREEMENT is Rate Contract, made on this …….. day of may, 2024 between **CHHATTISGARH MEDICAL SERVICES CORPORATION LTD**. by its Managing Director having its registered office at **Chhattisgarh Housing Board Commercial Complex, 4th Floor (South East Corner) Sector – 27, Atal Nagar, NavaRaipur – 492015** (hereinafter "**the Purchaser**") of one part and (Name and Address of Supplier) (hereinafter "**the Supplier**") represented by (Name of the Authorized Signatory and Designation), , (Full Residential Address of the Signatory) of the other part: WHEREAS the Purchaser has invited tenders for the supply of ……**reagents / consumables** vide tender no …….**dt…..03.2024**. The supplier has submitted the price and Justification for the Price in a Sealed envelope, as contained in the Terms & Condition apply (As referred CGMSCL letter no…….). The Purchaser has finalized the tender in favors of the Supplier for the supply of items specified in **the schedule attached hereto** at the prices noted against each item therein for a total cost of purchase order placed by CGMSC as and when required (here in after "the Contract Price") on the terms and conditions set forth in the agreement.

NOW THIS AGREEMENT WITNESS AS FOLLOWS:-

1. In this Agreement words and expressions shall have the same meanings as are respectivelyassigned to them in the Terms & Condition apply referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) All the documents submitted by the tenderer as part of Technical Bid and Price Bid;
(b) The Schedule of Requirements;(List of Reagent/ Items/kits/Consumables/ Calibrators/controls..etc)
(c) The Specifications and other quality parameters;
(d) The clarifications and amendments issued / received as part of the Tender Document
(e) The Conditions of Contract / Tender terms & Conditions.
(f) The Purchaser's offer.
(g) All correspondence as part of tender during or after the date of agreement accepted by Tender Inviting Authority & Bidder.

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 supply items conforming in all respects with the provisions of the Contract / Tender/ Purchase Order.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the tender, 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.
5. The Supplier will deposit with the Purchaser an amount of @5% of indicative quantity value as mentioned in tender of tender before raising first PO. If total PO value exceed the existing amount then difference amount will be deposited by supplier before issue of further PO on intimation of CGMSC. In the form of BG/FDR/NEFT/RTGS as Security Deposit as specified in Clause of the Conditions of Tender for due and faithful performance of the provisions of this Agreement. Such Security Deposit

   made by the Supplier is liable to be forfeited by the Purchaser in the eventof the Supplier failing duly and faithfully to perform any one or more or any part of any

one of the provisions of tender. The payment for the supplies made by the Supplier will be paid to him only after he has remitted the required amount of Security Deposit.

The Government/CGMSC shall have the right to cause Audit and Technical Examination of the bids of the bidders/suppliers including all supporting vouchers, abstracts etc. to be made asper contract &payments of the bills. If as a result of such Audit & Technical Examination the sum is found to have been overpaid in respect of any supply of any goods by the suppliers under the contract, the suppliers shall be liable to refund the amount of over payment and it shall be lawful for the Corporation to recover the same from the security deposit of the supplier or from any dues payable to the supplier. In case recovery amount is higher than security deposit or payment due to the supplier then corporation will have right to impose revenue recovery. If it is found that the supplier was paid lesser than what was due to him under the contract in respect any purchase order executed by him under it, the amount of such under payment shall be duly paid by the CGMSC the supplier.

In all the above conditions the decision of the MD, CGMSC shall be final and binding

In the event of any dispute arising out of the tender such dispute would be subject to the jurisdiction of the Civil Court within the city of Raipur only.

In Case of a dispute or difference arising between the CGMSC Ltd., and a supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996.The Venue of arbitration shall be Raipur.

PARTICULARS OF ITEMS WHICH SHALL BE SUPPLIED / PROVIDED BY THE SUPPLIER ARE:

S. No.	Name of Reagent/ Items/kits/Consumables/ Calibrators/controls	Pack Size	Pack Cost (Rs.)	**Size/Basic Unit**	**Basic Price per Unit**	**GST %**	**Total Price per Unit**
1	**2**	**3**	**4**	**5**	**6**	**7**	**8**

Above rate Contract is Valid for Two year and may be extended for further six Months, for which bidder is bidding to supply the Reagent/ Items/kits/Consumables/ Calibrators/controls. Reagents, Consumables, Spare & Accessories Rate Contact & Extension will be valid as mentioned.

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 in the presence of
(For the Purchaser)

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

.....
(Signature, Name, Designation and Address with Office seal)

1)(Signature, Name and Address of witness)

2)(Signature, Name and Address of witness)

* The agreement date is the date on which both parties sign this agreement.