

## AGREEMENT

This AGREEMENT executed on this the .....day of ..... Two thousand seventeen  
(.....2017)

BETWEEN

THE PHARMACEUTICAL CORPORATION (IM) KERALA LTD., a government of Kerala undertaking incorporated as a company under the Companies Act. 1956 with Registered office at Thrissur represented by its Managing Director (hereinafter referred to as the FIRST PARTY) which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the one part.

AND

.....( hereinafter referred to as the SECOND PARTY )  
which expression unless repugnant to the context shall mean and include his heirs executors successors-in-interest permitted assigns etc.) of the other part.

WHEREAS:

- (a) The First party by notice No. P1/210/2016-17 dated.....has invited Re e -tender for supply of Sodhitha Gulgulu (Sudh Gulgulu).
- (b) The Second party in response to the notice dated.....has submitted Re e -tender along with EMD.
- (c) The notice dated.....specifies that the rate quoted shall be valid for 30 days from the date of opening of Re e -tender.
- (d) The Second party has agreed to keep his/its quoted rate firm and valid for 30 days from the date of opening of Re e -tender and to ensure this, has executed this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSESTH AS FOLLOWS:

I. The Second party hereby agrees and undertakes to keep the quoted rate firm and valid for acceptance for a period of 30 days from the date of opening of e -tender.

II. The Second party agrees and undertakes not to vary or withdraw the offer during the period of 30 days from the date of opening of Re e -tender.

III. The Second party understands and agrees that in the event of varying or withdrawing the offer within the period of 30 days from the date of opening of Re e -tender.

(a) The First party shall be entitled to forfeit the amount furnished as EMD.

(b) The First party shall be entitled to purchase the quoted quantity of material at the risk and cost of 2<sup>nd</sup> party; and;

(c) The First party shall be entitled to recover the loss/damage sustained consequent to Second party varying or withdrawing the offer before expiry of the period of 30 days from the date of opening of Re e -tender.

IN WITNESS WHEREOF the party hereto have caused these presents to be signed and to affix the seal in the presence of the following witnesses on the day and year first above written.

Sd/-

SECOND PARTY

Signed and delivered  
For and on behalf of  
The Pharmaceutical Corporation  
(I.M)Kerala Ltd.,  
By its Managing Director

In the presence of

**WITNESS**

- 1.
- 2.