

(On Rs. 100/- Non-Judicial Stamp Paper)

Annexure – II

GUARANTEE CERTIFICATE / AFFIDAVIT

I, _____ (Designation _____) for and on behalf of M/s. _____ hereby declare that the drugs & formulations manufactured for Rajasthan Drugs & Pharmaceuticals Limited (RDPL), Road No.12, V.K.I. Area, Jaipur – 302 013 shall be of the best quality and strictly in accordance with the specifications prescribed in Annexure-I and we hereby guarantee to the purchaser that the said medicines would continue to conform to the description and quality aforesaid till the date of expiry from the date of manufacture of the said medicines and that notwithstanding the fact that the purchaser / inspector may have inspected and / or said medicines be discovered not to conform to the description and quality aforesaid, or have deteriorated (and the decision of the RDPL in that behalf will be final and conclusive), RDPL will be entitled to reject the said medicines, or such portion there of as may be discovered not to conform to the said description and quality. On such rejection, the said medicines will be at the supplier's risk and all provisions herein contained relating to the rejections of medicines shall apply. The supplier shall, if so called upon to do, replace the medicines lying in the stock with RDPL free of cost at the ultimate destination, within a maximum period of two months or such further period as may be extended from time to time by RDPL in its discretion on application in writing made thereof by the supplier. In such event, the above-mentioned warranty period shall apply to the medicines replaced from the date of the replacement thereof. Otherwise, the supplier shall pay to the purchaser such damages as may arise by reasons of the breach of the conditions herein on that behalf under this contract or otherwise. For substandard quality of medicines already consumed by the time that results are known, the supplier is liable to a penalty to the extent of the value of such items consumed which will be further determined at the sole discretion of the purchaser, in addition to any other penalty liable to be imposed under the relevant law.

For and on behalf of _____

Signature

Name

Designation

Witness

Notary Public