

## **FINAL AGREEMENT**

(For contract for supply of articles or goods or machinery)

AGREEMENT executed on.....day of .....2019 BETWEEN  
..... (hereafter called “ the Contractor”) and The Kerala State  
Homoeopathic Co-operative Pharmacy Ltd. No. T-432, Pathirappally P.O., Alappuzha,  
Kerala, pin: 688 521 (hereinafter called “HOMCO”).

WHEREAS Contractor has quoted for the supply of articles for the use of the  
HOMCO as per tender Notification No. HOMCO/T-01/2021-22 date 10.03.2021 which  
tender notification shall form part of this Agreement as if incorporated herein.

AND WHEREAS the HOMCO/ Purchasing Officer have/ has been pleased to accept  
offer subject to the conditions stipulated in the Supply Orders (which shall form part of this  
agreement as if incorporated herein) in respect of the articles mentioned therein”.

AND WHEREAS Contractor has as security for the due fulfillment of his obligations  
this deed deposited Rs ..... being ..... per cent of the  
estimated value of the contract as per demand draft on.....Bank  
duly approved by the Government / in the form of a letter of guarantee for such amount from  
..... Bank approved by Government.

**NOW THESE PRESENTS WITNESS AS FOLLOWS**

1. (a) In cases where along with the tender samples have been forwarded to the HOMCO and the sample approved, The Contractor agrees to supply the materials according to the approved sample. In other cases the Contractor agrees to forward sample to HOMCO for approval if so required and then to supply materials according to such approved samples. When the samples are not required, the Contractor agrees to supply according to standard specifications. Sample forwarded by the Contractor to the HOMCO will not be paid for and shall be the property of HOMCO but the HOMCO are at liberty to return them to the Contractor on the completion of his contract or to pay for them at agreed rate if they so choose. All samples must be clearly labeled showing to what particular items tendered for they relate and they should be of sufficient size and quantity to enable the HOMCO to see if the supplies made are according to the approved samples.
- b) In cases where the product to be supplied is exclusively made for HOMCO and involves making of any dye or mold for printing HOMCO's emblem of logo, the mold or dye will be the property of HOMCO and the same should be returned to HOMCO in full running condition after completion of the supply when demanded and such product with HOMCO's logo/emblem should not be supplied to any other party at any circumstance.
- c) The Contractor hereby declares that the goods sold to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained in the copy of the order attached herewith and the contractor hereby guarantees that the said goods would continue to conform to the description and quality aforesaid for a period of.....days / months from the date of delivery of the said goods to the HOMCO and that notwithstanding the fact the HOMCO may, have inspected and/ or approved the said goods, if during the aforesaid period of ..... days/ months the said goods be discovered not to conform to the description and quality aforesaid or have deteriorated and the decision of the HOMCO in that





