

## **AGREEMENT**

This AGREEMENT executed on this .....BETWEEN **THE KERALA STATE HOMOEOPATHIC CO-OPERATIVE PHARMACY LTD.**, the Pharmacy Incorporated under the Co-operative Societies Act 1969, with Registered Office at Pathirappally, Alappuzha , Kerala (hereinafter referred to as the “PHARMACY” which expression unless repugnant to context shall mean and include its successor in interest permitted assigns etc.) of the other part.

AND

..... a company incorporated under the Companies Act with registered at ..... (herein after referred to as the “TRANSPORTER” which expression unless repugnant to context shall mean and include its successor in interest permitted assign etc.) of the other part.

- a) The Pharmacy is engaged in the Manufacture and sale of Homoeopathic Medicines under the brand name “HOMCO”
- b) The Pharmacy has appointed dealers and liaison agents, for sale of medicines both inside and outside Kerala.
- c) The pharmacy has invited tenders for transportation of medicines for the suppliers, dealers, Govt. Institutions in and outside Kerala.
- d) The Pharmacy has received Tender from different parties including ..... which after scrutiny and evaluation and found to be acceptable.
- e) The Pharmacy and Transporter had discussion as to their respective obligations and responsibilities and have reached an understanding which they desire to reduce it into writing.

### **NOW THEREFORE THIS AGREEMENT WITNESSETH AND THE PARTIES HERE TO AGREE BY AND BETWEEN THEMSELVES AS FOLLOWS:**

- 1. The pharmacy hereby appoint .....as the Transporter for transporting the medicines manufactured by it from its Prepared Medicines Store situated at Pathirappally to the premises of its dealers, GHD’s, Hospitals and other places in Kerala, and the Transporter hereby accepts the said appointment and agree and undertakes to execute the work diligently and faithfully.
- 2. **OBLIGATION OF THEPHARMACY.**

The Pharmacy agrees and covenant with Transporter.

  - a) To give the details of the destinations, the quantity of medicines with bill to be delivered to various places along with the other documents, if any required as per law for transportation of the medicines, to the transporter well in advance to arrange for its transportation and delivery in time.
  - b) To pack the medicine properly and securely.
  - c) To affix appropriate labels marking or identification marks on the boxes to enable the transporter

to identify the boxes/crates for the individual agents/ institutions concerned.

- d) To arrange for the loading of the boxes/crates from its prepared Medicines Store to the vehicle arranged by the Transporter.
- e) To make the payment to the transporter due towards Transportation charges, door delivery charges, Statistical charges, as agreed.

### **3. OBLIGATION OF THE TRANSPORTER**

The Transporter agrees and undertakes to the Pharmacy:

- a) To take delivery of the Medicines from the Pharmacy's prepared medicine store at Pathirappally and deliver it to the concerned destinations as indicated by the Pharmacy in its order in good condition.
- b) To make arrangements for unloading at the specified destinations and to effect the door delivery of medicines as specified by the pharmacy in its order.
- c) To transport the medicines carefully without causing any loss or breakage in transit and to deliver the same within the time specified in the order.
- d) To inform Pharmacy immediately about any loss or damage caused to the medicine in transit and to take appropriate action or steps to help the Pharmacy to claim compensation in respect of such loss or damage.
- e) To indemnify and keep the pharmacy indemnified in respect of any loss or damage suffered by the Pharmacy due to the negligence of the transporter and/or its staff or employee.
- f) To obtain valid receipts from the parties to whom medicines have been delivered and forward it to the Pharmacy.
- g) To raise/submit bill for transportation and other charges of the Pharmacy at the agreed rates.
- h) To ensure that the vehicles engaged for transportation of the medicines are fit and in good condition, hygienic and road worthy and possess valid registration certificate, insurance policy and relevant documents/paper.
- i) To compensate all loss and/ or damages suffered by the Pharmacy due to delay in delivery or non-delivery documents.
- j) To discharge all the operation in connection with the transportation of medicines diligently and faithfully.
- k) To inform the Pharmacy in advance about requirement for any statutory form for the transportation of medicines.

### **4. PAYMENTS**

The pharmacy agrees and undertakes that on the transporter faithfully and diligently discharging its obligations under this agreement, it shall pay to the transporter charges towards transportation at the rate agreed for the following destinations.

The minimum chargeable weight is ..... Kgs and minimum rate will Rs.....  
Per LR. In addition to the above the Pharmacy also agrees to pay Rs. 50/- per LR towards the statistical charges.

The Pharmacy agrees to effect the payments of bill submitted by the transporter in accordance with the above along with the document evidencing receipt of the medicines in good conditions by concerned parties.

**5. PERIOD**

The period of the contract will expire on .....

**6. TERMINATION**

Either party may terminate this agreement by giving 30 days notice of its intension in that behalf to other party.

**7. NOTICES**

Notice and other communication to either part shall be in writing in English language and may be given by way of e-mail, fax etc. or may be transmitted by postage prepaid in which event it shall be deemed to have been delivered upon mailing.

In the case of the Pharmacy such communication shall be addressed to : Attention **M/s. THE KERALA STATE HOMOEOPATHIC CO-OPERATIVE PHARMACY LTD., PATHIRAPPALLY POST, ALAPPUZHA-688 521.**

In the case of the pharmacy such communication shall be addressed to :

Or to the attention of such other individual or such address as the parties may give in advance to the other in writing.

All communication or notice if given or sent by telegram, telephone, e-mail, fax to verify shall be confirmed in writing.

The parties here to agree that all disputes differences or claims arising out of or relating to or touching this agreement shall be tried at and be subject to jurisdiction of court at Alappuzha only.

IN WITNESTH WHERE OF the parties hereto have caused these presents to be signed and affix the seal in the presence of the following witness on the day and the year first about written. The parties here to agree that all disputes differences or claims arising out of or relating to or touching this agreement shall be tried at and be subject to jurisdiction of court at Alappuzha only.

IN WITNESTH WHERE OF the parties hereto have caused these presents to be signed and affix the seal in the presence of the following witness on the day and the year first about written.

Signed and delivered for and on  
Behalf of The Kerala State Homoeopathic  
Co-Operative Pharmacy Ltd.

Signed and delivered  
for and on behalf of by it's

**WITNESSES**

1.

2.

**WITNESSES**

1.

2.