

## **AGREEMENT**

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

AGREEMENT executed on ..... day of ..... BETWEEN M/s.

.....  
(hereinafter called “ the Supplier”) and The Kerala State Homoeopathic Co-operative Pharmacy Ltd. No. T-432, Pathirappally P.O., Alappuzha, Kerala, pin: 688 521 (hereinafter called “HOMCO”).

WHEREAS Supplier has quoted for the supply and installation of articles for the use of the HOMCO as Quotation No ..... dated ..... Which Quotation 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.

### **NOW THESE PRESENTS WITNESS AS FOLLOWS**

1. (a) The Supplier agrees to supply the item according to standard specifications.
- b) The Supplier 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 supplier hereby guarantees that the said goods would continue to conform to the description and quality aforesaid for a period of ..... 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 ..... 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 behalf will be final and conclusive. The HOMCO will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods will be at the Supplier’s risk and all the provisions herein contained relating to rejection of goods, etc., shall apply. The Supplier shall of so called upon to do, replace the goods, etc., or such portion thereof as is rejected by the HOMCO. Otherwise the Supplier shall pay to the HOMCO such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the HOMCO in that behalf under this contract or otherwise.

2. Request for enhancement of rates once accepted will not be considered except where HOMCO have prior to the actual supplies, Expressly agreed in writing for any price variation under specified circumstances, Conditions of sale or other special terms and conditions, if any, printed on the Quotation sheets of the Supplier or attached with the Supplier's Quotation or any other letter or paper from the supplier will not govern this contract not bind the HOMCO in any manner whatsoever unless such terms have been expressly accepted by the HOMCO in writing.

3. The articles and quantities to be supplied/work to be completed are shown in the copy of the purchase order No. .... dtd ..... attached herewith. The Supplier agrees to fulfill the work contract/supply the quantities of the articles shown in the order at the rate quoted by his for each article within the time fixed.

4. In the case of goods delivered by shipment, the Contractor, shall where the expected tonnage of goods is more than 200 tons, deliver the goods through the Kochi Port if so required by the HOMCO.

5. The Supplier agrees that time is the essence of this contract.

6. (a) If the Supplier defaults in the supply of all or any of the articles correctly and promptly as above the HOMCO are at liberty to procure the same from elsewhere without cancelling the Contract as whole. If HOMCO incur, in thus procuring such materials a higher cost than the agreed rate such excess cost may be deducted by the HOMCO from the Supplier's bill or adjusted or otherwise realized from his security deposit or recovered, from him by other means. The Supplier agrees that he shall not be entitled to claim the excess, if any, of the quoted rate over such cost to HOMCO.

(b) If the Supplier fails to deliver all or any of the stores or perform the service within the time/period (s) specified in the Contract, the purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract price as liquidated damages, a sum equivalent to 1 % the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract price of the delayed stores or services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the Supplier.

**7. (a) All payments to the Contractor for supplies effected satisfactorily will be made after scrutiny of his bill.**

**(b) No advance payment will be made along with purchase order.**

**(c) Ordinarily payments will be made only after the supplies are physically verified and QC passed and taken to stock.**

(d) Either by RTGS/online banking.

(e) Or by cheques of State bank of India / UCO Bank / PNB, at any of their principal branches in India.

(f) Or in the case of supplies from abroad by drafts or otherwise as may be agreed to

(g) The firms will produce stamped pre-receipted invoices in all cases where payments (advance/ final) for release of railway receipts/ shipping documents are made through Bank. In exceptional case where the stamped receipts of the firms are not received for the payments (in advance) the unstamped receipt of the Bank (i.e; counterfoils of pay-in slips issued by the Bank) alone may be accepted as a valid proof for the payment made.

8. All incidental expenses incurred by the HOMCO for making Payments outside the District in which the claim arises shall be borne by the Contractor.

9. The Contractor shall not assign or make over in part or wholly the contract or the benefit or burdens thereof. The Contractor shall not underlet or sublet the execution of the contract or any part thereof without the consent in writing of the HOMCO. The HOMCO shall have absolute power of refuse such consent or rescind such consent (if given) at any time. The contractor shall not be relieved from his obligation, duty or responsibility under this contract even if consent to let or sublet is given by HOMCO

10. NOT WITHSTANDING the provisions contained in clause 5, the HOMCO shall have the right to cancel the contract for any default on the part of the Supplier in due performance thereof.

11. It shall be lawful for the HOMCO from and out of any moneys for the time being payable or due to the Contractor from the HOMCO under this contract or otherwise to set off loss or expense, cost or damages sustained or incurred by the HOMCO by reason of the cancellation of the contract.

12. The Supplier agrees that any communication address to him may be handed over to him or his agent personally or left at his residence or place of business or may be sent by prepaid post to his address as mentioned in this deed.

13. In case the supply of articles involves erection of machinery the contractor agrees that the machinery will be erected within the time and at the place specified by the HOMCO/ Purchasing Officer in that behalf. It shall also be the duty and responsibility of the contractor to see that the machinery thus erected is in good working condition to the satisfaction of the person duly authorized by the HOMCO/Purchasing Officer in that behalf and to ensure the proper functioning of the machinery till the guarantee period is over. In the event of the failure of the contractor to erect the machinery within the time and at the place specified by the HOMCO/ Purchasing Officer or in the event of the machinery failing to function properly during the guarantee period the amount spent by the HOMCO and the loss sustained by the HOMCO on this account by making alternative arrangements shall be recoverable from the contractor in the manner provided in Clause 15 hereunder.

14. "The Contractor agrees that all sums found due to the HOMCO under or by virtue of these presents shall be recoverable from him and his properties, movable and immovable, under the provisions of the Revenue Recovery Act, for the time being in force as though they are arrears of land revenue or in any other manner and within such time as the HOMCO may deem fit. The Contractor agrees that in deciding what sum of money is due from the Contractor under or by virtue of this agreement, the decision of the HOMCO shall be final and conclusive and shall be binding on the contractor."

15. The contractor agrees that any sum of money due and payable to him from HOMCO shall be adjusted against any sum of money due to HOMCO from him under any other contracts.

IN WITNESS WHERE OF THE Contractor and Shri ..... (H.E. name and designation) for and on behalf of The Kerala State Homoeopathic Co-operative Pharmacy Ltd. No.T-432, Pathirappally P.O, Alappuzha, kerala have hereunto set their hands

Signed, sealed and delivered by .....

(Supplier)

In the presence of witnesses (1)

(2)

Signed, sealed and delivered by Sri .....

(Name & designation) for and on behalf of The Kerala State Homoeopathic Co-operative Pharmacy Ltd. No. T-432)

In the presence of witness (1)

(2)