Agreement No: HOMCO/T/AGSL-…..../2025-26

AGREEMENT

(For Rate or Running Contracts)

AGREEMENT executed ……day of…….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 the Contractor has tendered for the supply of articles for the use of the HOMCO as per Tender Notification No ……. dated …… which tender notification shall form part of this Agreement as if incorporated herein.

Sl No	ITEM	Rate /Kg (Including Loading, unloading, Freight and all other charges excluding Tax)
1	**Purchase of Impalable Lactose Monohydrate IP/BP/(USP-NF) with (HMS/HPI"**	

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 the Contractor has as security for the due fulfillment of his obligations this deed deposited Rs ……. being 5(five) 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. Sum of this deposit and EMD constitute 5 (five) per cent of the accepted PAC and treated as Security Deposit.

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 samples. In other cases the Contractor agrees to forward samples to HOMCO for approval if so required and then to supply materials according to such approved samples. When samples are not required, the Contractor agrees to supply according to standard specifications.

Samples forwarded by the Contractor to the HOMCO will not be paid for and shall be the property of the 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 rates if they so choose. All samples must be clearly labelled 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) The contractor hereby declares that the goods sold to the HOMCO under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained n the copy of the order attached here with 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 HOMCO and that notwithstanding the fact that the HOMCO may have inspected and/or approved the said goods, if during the aforesaid period of…… days/month 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 Contractor's risk and all the provisions herein contained relating to rejection of goods, etc., shall apply. The Contractor shall, if so called upon to do replace the goods, etc., or such portion thereof as is rejected by the HOMCO. Otherwise the contractor 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 contractor otherwise.

2. Requests 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 Contractor or attached with the Contractor's tender or any other letter or paper from the Contractor will not govern this contract nor bind the HOMCO in any manner whatsoever unless such terms have been expressly accepted by the HOMCO in writing.

3. The approximate quantities to be supplied are shown in the copy of the supply order herewith attached, but it is agreed that they are only estimates of and not the actual quantities required by the HOMCO. The HOMCO however are not obliged to purchase the entire quantity mentioned in the order or even any portion of such quantity during the period of contract, in case no actual need arises therefore. The Contractor however agrees to supply the quantity required (even if it be in excess of the quantity estimated in the order but not exceeding the estimated quantity beyond…….. per cent) of any article at the rate tendered by him for that 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 goods through the Cochi Port, if so required by HOMCO.

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

6. (a) If the contractor defaults in the due 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 a 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 Contractor's bill or adjusted or otherwise realized from his security deposit or recovered from him by other means. The contractor agrees that he shall not be entitled to claim the excess, if any, of the tendered rate over such cost to HOMCO.

(b) If the Contractor 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 0.5% or1% of 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, prices 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 contractor.

7. (a) All payments to the Contractor for supplies effected satisfactory will be made after scrutiny of his bills-

(i) either by departmental cheques payable at the Government Treasuries'

(ii) or by cheques or drafts of the Reserve Bank of India, UCO Bank, Punjab National Bank (at any of their principal branches in India);

(iii)or in the case of supplies from abroad by drafts or otherwise as maybe agreed to.

(b) 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 Banks.

In exceptional cases 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 which the claim arises shall be borne by the contractor.

9. The contractor shall not assign or make over in part or wholly the contractor the benefits or burdens thereof. The contractor shall not underlet or sublet the execution of the contract or any part thereof without the consenting writing of the HOMCO. The HOMCO shall have absolute power to 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 subject is given by Government.

10. NOTWITHSTANDING the provisions contained in clause 5, the HOMCO shall have the right to cancel the contract for any default on the part of the Contractor in due performance thereof.

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

12. The security deposit shall subject to the conditions specified herein be returned to the contractor within three months after the expiration of the contract. In all cases where there are guarantee for the goods supplied the security deposit will be released only after the expiry of the guarantee period.

13. The contractor agrees that any communication addressed 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.

14. 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 Government/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 Government/Purchasing Officer or in the event of the machinery failing to function properly during the guarantee period, the amount spent by the Government

and the loss sustained by the Government on this account by making alternative arrangements shall be recoverable from the contractor in the manner provided in clause 15 hereunder.

15. The Contractor agrees that all sums found due to the Government 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 Government may deem fit. In deciding what sum of money is due to Government under or by virtue of this deed, the contractor agrees that the decision of the Government shall be final and conclusive and shall be binding on the Contractor.

16. 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 form him under any other contracts.

17. The period of contract is 365 days from the date of signing of the agreement.

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 …….

(Contractor)

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)