AGREEMENT

(To be executed on Kerala stamp paper of face value Rs. 200/- purchased in the name of the Contractor)

AGREEMENT executed on this the _ _ _ _day of the month of _ _ _ _ _ _ _ _ in the year two thousand and _ _ _ between _ (hereinafter called the 'Contractor') and the _ _ _ _ _ _ _ (here enter the name and address of the purchasing officer), for and on behalf of the Principal, Union Christian College, Aluva (hereinafter called 'the College').

WHEREAS the Contractor has tendered for the supply of articles for the use of the College as per tender notification no. _ _ _ _ _ dated _ _ _ _ _ _ _ _ published at pages _ _ of part _ _ of Kerala Government Gazette dated _ _, which tender notification shall form part of this Agreement, as if incorporated herein.

AND WHEREAS the College have been pleased to accept the offer subject to the conditions stipulated in the supply order no. _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _dated _ _ _ _ _ attached herewith (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 fulfilment of his obligations under this deed, deposited Rs. _ _ _ _ _ _ being five percent of the estimated value of the contract as per draft on _ _ _ _ _ _ _ _ _ _ _ Bank duly approved by the Govt/ in the form of a letter of guarantee for such amount from _ _ _ _ _ _ _ Bank, approved by the Government.

NOW THESE PRESENTS WITNESS AS FOLLOWS:

1. (a) In cases where along with the tender, samples have been forwarded to the College and the samples approved, the Contractor agrees to supply the materials according to the approved samples. In other cases, the Contractor agrees to forward samples to College 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 College will not be paid for and shall be the property of the College, but the College 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 College to see if the supplies made are according to the approved samples.

   (b) 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 twelve/ .... months from the date of delivery of the said goods to the College and that

notwithstanding the fact that the College may have inspected and/or approved the said goods, if during the aforesaid period of twelve/ ..... months, the said goods be discovered not to conform to the description and quality aforesaid or have deteriorated, (and the decision of the College in that behalf will be final and conclusive), the College 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 Contractors 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 College. Otherwise the Contractor shall pay to the College 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 College in that behalf under this contract or otherwise.

2. Requests for enhancement of rates once accepted will not be considered except where the College 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 College in any manner whatsoever, unless such terms have been expressly accepted by the College in writing.

3. The articles and quantities to be supplied are shown in the copy of the supply order attached herewith. The Contractor agrees to supply the quantities of the articles shown in the order at the rate tendered by him for each article within the time fixed.

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

5. If the Contractor defaults in the due supply of all or any of the articles correctly and promptly as above, the College are at liberty to procure the same from elsewhere without cancelling the contract as a whole. If College incur, in thus procuring such materials, a higher cost than the agreed rate, such excess cost may be deducted by the College from the Contractor's bill or adjusted or otherwise realised 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 cost to the College.

6. (a) The Contractor agrees that final payments will be made only on production of tax clearance certificates relating to Agricultural Income Tax, Sales Tax and Income Tax by him.

   (b) All payments to the Contractor for supplies effected satisfactorily will be made after scrutiny of his bills,

   (i) either by cheques or drafts on the Reserve Bank of India, State Bank of India and State Bank of Travancore (at any of their principal branches in India).
   (ii) or in the case of supplies from abroad, by drafts or otherwise as may be agreed to.

   (c) The firms will produce stamped pre-receipted invoices in all cases where payments (advance/final) for release of railway receipt/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 banks) alone may be accepted as a valid proof for the payment made.

7. All incidental expense incurred by the College for making payment outsides the district in which the claim arises shall be borne by the Contractor.

8. The Contractor shall not assign or make over in part or wholly the contract or the benefits 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 College. The College 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 sublet is given by the College.

9. NOTWITHSTANDING the provisions contained in Clause 4, the College shall have the right to cancel the contract for any default on the part of the Contractor in due performance thereof.

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

11. 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.

12. 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.

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 College 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 authorised by the College 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 College, or in the event of the machinery failing to function properly during the guarantee period, the amount spent by the College and the loss sustained by the College on this account by making alternate arrangements shall be recoverable from the Contractor in the manner provided in Clause 14 hereunder.

14. The Contractor agrees that all sums found due to the College 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 College 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 College 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 the College shall be adjusted against any sum of money due to the College from him under any other contract.

IN WITNESS WHEREOF the Contractor and Sri. _____ (*here enter the name and address of the purchasing officer*), for and on behalf of the Principal of the Union Christian College, Aluva have here unto set their hands.

Signed sealed and delivered by_____
(The Contractor)

In the presence of witnesses:

1.

2.

Signed, sealed and delivered by Sri. _____ (*here enter the name and address of the purchasing officer*), for and on behalf of the Principal, Union Christian College, Aluva.

In the presence of witnesses:

1.

2.