

FINAL AGREEMENT

AGREEMENT executed by the day of 23rd May 2023 between Sri.P.M. Shaji, Palliparambu House, Thazhathangady P.O, Kottayam 686005 (Hereinafter called “The Contractor”) and the Governor of Kerala (hereinafter called “the Purchaser”).

WHEREAS the contractor has tendered for the execution of certain items of works on behalf of he government as per Tender Notification No.K1-06/2023 which shall form part of this agreement as incorporated herein

“AND WHEREAS THE Government have accepted the offer in respect of loading, unloading & Transporting stationery Articles mentioned in the copy of order attached.

“AND WHEREAS the contractor has as security for the due fulfillment of his obligations under this deed deposited Rs. ...vide fixed Deposit Receipts A/c No..... as Bank guarantee from

6. The Contractor further that if he made any default in the due performance of the contract, the contract shall be cancelled and the amount deposited, forfeited to Government. He also further agrees to make good all the losses to the Govt. Resulting from the non fulfillments of the contractor and that all such losses shall be recoverable from him as an arrear of revenue under provisions of the revenue recovery act or otherwise as the Government may deem fit.
7. The Contractor further agrees that if he fails to perform the contract, or any part thereof, it shall be lawful for the Controller of Stationery , Kerala Thiruvananthapuram to fine up to Rs.500/- (Rupees five hundred only) at a time or terminate the contract or to have the contract performed whole or in part by the consequent loss or damages, if any from the Contractor and his asset. He further agrees that the order of the Controller of Stationery in this regard shall be final and binding on him.
8. The Contractor agrees that he shall not be entitled to gain if any, accruing from resale of the contract necessitated his default and further agrees that he shall be liable for any loss to the Government arising out of such resale.
9. The Contractor agrees that he shall be entitled to the refund of the amount deposited by him only after termination of the contract.
10. The Contractor agreed that all amount due to Government under or by virtue of the agreement shall be recovered under the provision of revenue recovery act for the time being in force from the Contractor's movable and immovable properties of the Government so decide.
11. The Contractor agreed to submit his bills for the works done during a particular month to stationery Office, Kottayam at the beginning of the succeeding month along with the supporting receipts obtained by him from the officer in charge of the stores.
12. The duration of the contract shall be from 01-04-2023 to 31-03-2024 and the contractor is liable to undertake the work till the next contract is fixed. Government may however extend the period if they so desire. If the Contractor has himself offered reduced rates for the next contract in respect of the works covered by this contract, he will be bound to carry out the works at the lower rates during the extended period pending final settlement of the next contract.
13. The Contractor agreed that if any amount due to income-tax will be recovered from his bills as per rates and balance amount thereafter will be paid to the Contractor.
14. The Contractor also agreed that if any amount due to headload workers benefits fund will be paid by

the Contractor himself failing which the entire amount will be recovered from his bills

IN WITNESS WHERE OF THE Contractor and the Controller of Stationery for and on behalf of the government of Kerala here unto set their hand

In the presence of Witness:-

1.

2.

Signed, sealed and delivered by

Sir,

The Controller of Stationery for and on behalf of Government of Kerala

In the presence of Witness :-

(1)

(2)

(2)