

FORM

FINAL AGREEMENT DEED

AGREEMENT MADE THIS
day of between

.....
(hereinafter called "the Contractor" which expression shall, when the context so admits, include his heirs, executors, administrative successors, legal representatives and assigns) of the one part and the Governor of Kerala (hereinafter called "the Government" when expression shall, where the context so admits, include his successors in officer and assigns) of the other part.

WHEREAS for and on behalf of the Governor of Kerala the Controller of Stationery, Thiruvananthapuram – 33 invited tenders from private parties dealing with the purchase and removal of waste paper from various Government Press and Institutions on the terms and conditions contained in the tender notice No. dated: for a period of one year from 1st April to 31st March.....

AND WHEREAS the contractor has offered to purchase of waste paper at the rate of Rs. per Kg + 5% VAT (Rs...../Kg + 5% VAT) (Rupees per Kg + 5%VAT) ex-godown, subject to the terms and conditions in the Tender Notice and those hereinafter appearing.

AND WHEREAS by letter of acceptance No. the Controller of Stationery, Thiruvananthapuram has accepted the said offer of the contractor vide attested copy of the letter of acceptance attached.

AND WHEREAS the contractor has deposited with the Controller of stationery, Thiruvananthapuram a sum of Rs. as security deposit.

AND WHEREAS one of the conditions of the Tender Notice required the parties here to enter into an agreement embodying the terms and conditions for the purchase aforesaid:

NOW these presents witness and the parties hereby agree as follows:

1. This agreement shall be in force for the period ending on
2. Government shall sell and the Contractor shall purchase of waste paper (as detailed in the Tender Notice) at the rate of Rs. per Kg+5% VAT(Rs. /Kg +VAT 5%) Rupees
3. The contractor shall make arrangements at his own cost to collect the waste paper lying through out the jurisdiction mentioned above within 15 days from the date of receipt of notice from the Officers concerned informing him to collect the same and convey to his destination.
4. The contractor shall make his own arrangements to bring a platform balance were the quantum of waste paper sold will be less than 500Kg. For the sale of higher quantity of waste paper..... the weighment shall be made in a weigh bridge at the cost of the contractor.
5. The accumulations of waste paper should not be sorted and clasifed at site prior to removal. The entire accumulations should be cleared on "as is where is" basis.
6. The Government reserve to themselves the right not to sell to the contractor waste paper accumulated in a particular Educational Institution and Text Book Department at their discretion without assigning any reason.
7. It is open to the Controller of Stationery to make such arrangements from time to time as he/she thinks fit in regard to weighment and delivery of in this regard.
8. It is open to the Controller of Stationery or to the head of the office concerned to order re-weighment of the accumulations, if in his/her opinion, there is need for doing so and in such cases the contractor shall abide by the instructions as may be given by the Controller or the head of the office concerned regarding, weighment, loading and clearance of waste paper Unloading and re-loading in such cases shall be done by the contractor at his own cost.
9. The contractor shall pay for every consignment of the waste paper before he takes delivery of the same.

10. The contractor hereby agrees that if he fails to collect and remove the waste paper within 15 days of the date of the receipt of the notice in that regard, he shall pay a penalty a sum of Rs. 25/- for every day of such failure occurring beyond 15 days of notice and that such penalty may be recovered from the security deposit without prejudice to other methods of recovery. The contractor also agrees that in addition to the penalty referred to above the Controller of Stationery, Thiruvananthapuram may at his directions dispose of waste paper to any outsider at the accepted rate if he (the contractor) fails to remove the papers within 15 days from the date of receipt of the notice referred to above.

11. The contractor hereby undertakes and agrees to abide by all the conditions and rules in force regarding the disposal of waste paper at the time of execution of these presents.

12. The contractor hereby agrees that he should be guilty of a breach or non-observance of the covenants, conditions and stipulations on his part to be observed and performed then and in any such case the Controller of Stationery, Thiruvananthapuram within the contract period of at any time thereafter in addition to and without prejudice to their other rights and remedies may terminate the contract by a notice, in writing addressed to the contractor and shall be at liberty to sell by public auction or private sale of waste paper If the amount fetched by sale is less than the amount payable by the contractor, under the terms of this agreement for the whole terms thereof, the Government shall be entitled to recoup the difference plus the incidental expenses from the deposit made by contractor and to recover any balance that may be still pending due from the contractor.

13. The contractor further agrees that in the event of his failure to fulfill any of the terms of this agreement, the Controller of Stationery shall forfeit the deposit made by the contractor as security and the contractor shall also pay to the Government any damages occurred to the Government by breach of the covenants.

14. The contractor agrees that all sums found due to the Government under or by virtue of these presents shall be recoverable from 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. And the contractor agrees that the properties said in the solvency certificate No. (.....) dated: shall not be sold or transferred without the consent in writing the department and until the certificate is returned to him.

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

IN WITNESS WHEREOF Shri.

the contractor aforesaid and Shri.
(Controller of Stationery, Thiruvananthapuram) acting for and on behalf of any by the order and the direction of the Governor of Kerala have here unto set their hands.

Signed by the above named

In the presence

Witness

1.

2.

(For Office Use only)

Signed by

Controller of Stationery,

Thiruvananthapuram in the presence of

Witness

1.

2.