

Specimen of Agreement deed

To be executed on a Kerala Stamp Paper of value
Rs.200/-

Agreement executed day of Two Thousand and Nine

Between

.....

(herein after called “the Contractor”) and the Governor of Kerala (herein after called the “ Government”).

WHEREAS the Contractor has tendered for the supply of articles for the use of the Government as per tender Notification No...../Sty datedpublished at pagesof partof the Kerala Government Gazette dated which tender notification shall form part of this Agreement as if incorporated herein.

“ AND WHEREAS the Government/Purchasing officer have / has been pleased to accept the offer subject to the conditions stipulated in the Supply Order No..... dated(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 under this deed deposited Rs.....being 5% of the estimated value of the contract in Treasury as per Pass Book No.Chalan No..... and pledged the pass Book to the/ as per draft onBank duly approved by the Government / 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 Government and samples approved, the Contractor agrees to supply the materials according to the approved sample. In other cases the Contractor agrees to forward samples to Government for approval if so required and then to supply materials according to such approved samples. When the samples are not required, the Contractor agrees to supply according to standard specifications. Samples forwarded by the Contractor to the Government will not be paid for and shall be the property of the Government but the Government 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 labeled showing to what particular items tendered for they relate and they should be of sufficient size and quantity to enable the Government 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 6 months from the date of delivery of the said goods to the Government and that notwithstanding the fact the Government may have inspected and / or approved the said goods, if during the aforesaid period of 6 months the said goods be discovered not to conform to the description and quality aforesaid or have deteriorated and the decision of the Government in that behalf will be final and conclusive, the Government 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 Government. Otherwise the contractor shall pay to the Government 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 Government in that behalf under this contract or otherwise.

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

3. The articles and quantities to be supplied are shown in the copy of the supply order No..... dated 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(a) If the contractor defaults in the supply of all or any of the articles correctly and promptly as above the Government are at liberty to procure the same from elsewhere without canceling the Contract as a whole. If Government incur in this procuring such materials at a higher cost than the agreed rate, such excess cost may be deducted by the Government 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 Government.

5 (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% or 1% 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 price of the delayed stores or services. Once the maximum of the contract is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.

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6(a) All payments to the Contractor for supplies effected satisfactorily will be made after scrutiny of his bills;

- (i) either by departmental cheques payable at the Government Treasuries;
- (ii) or 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)
- (iii) or in the case of supplies form abroad by drafts or otherwise as may be agreed to

6(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 (ie. Counterfoils of pay in slips issued by the Bank) alone may be accepted as a valid proof for the payment made.

7. All incidental expenses incurred by the Government for making payment outside the District in which the claim arises shall be borne by the contractor.
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 Government. The Government 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 Government.
8. NOTWITHSTANDING the provisions contained in clause 5, the Government shall have the right to cancel the contract for any default on the part of the Contractor in due performance thereof.
9. It shall be lawful for the Government from and out of any moneys for the time being payable or due to the Contractor from the Government under this contract or otherwise set off any loss or expenses , cost or damages sustained or incurred by the Government by reason of the cancellation of the contract.
10. The security deposit shall subject to the conditions specified herein be returned to the contractor within three months after 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.

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11. 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.
12. 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. The contractor agrees that in deciding what sum of money is due from the contractor under or by virtue of this agreement, the decisions of the Government shall be final and conclusive and shall be binding on the contractor”.
13. The Contractor agrees that any sum of money due and payable to him from Government

shall be adjusted against any sum of money due to Government from him under any other contracts.

INWITNESS WHEREOF the Contractor and, Controller of Stationery
for and on behalf of the Governor of Kerala have hereunto set their hands.

Signed, sealed and delivered by

.....

(Contractor)

In the presence of witness

(1)

(2)

Signed, sealed and delivered by Controller of Stationery, for and on behalf of the Governor of Kerala.

In the presence of witness

(1)

(2)