**AGREEMENT**

AGREEMENT executed ………………… date of ………………… Two Thousand Twenty between Sri./Smt. (here enter name of the contractor and address of firm), residing at (here enter place of residence) (hereinafter called “the Contractor”) and the Principal, The Zamorin’s Guruvayurappan College, Kozhikode, Kerala (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 the e-tender portal of the Government of Kerala (https://etenders.kerala.gov.in)/ the website of the College (www.zgcollege.org) 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 in respect of the articles mentioned in the copy of the order attached: AND WHEREAS the Contractor has as security for the due fulfillment of his obligations under this deed deposited Rs. ………………… being five percent (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 on ……………………………………… bank duly approved by the College/ in the form of a letter of guarantee for such amount from ..................... Bank approved by the College.

NOW THESE PRESENTS WITNESS AS FOLLOWS

1.(a) In cases where along with the tender samples have been forwarded to the College and the same as approved; the Contractor agrees to supply the materials according to the approved sample. In other cases the Contractor agrees to forward samples to College for approval if so required and then to supply material 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 College will not be paid for and shall be the property of 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 labeled showing to want 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 12 Months (Twelve Months) from the date of delivery of the said goods to the College and that notwithstanding the fact the College may have inspected and/or approved the said goods, if during the aforesaid period of 12 months (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 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 Order No/s. …………………………………………………………………………………………………………… 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 articles 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 the goods through the Kozhikode/Kochi Port, if so required by the College.

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

6. (a) If the Contractor defaults in the 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 canceling 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 released 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 College.

(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 prices of the delayed stores or performance up to a maximum deduction of 10% of the contract prices of the delayed stores of services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.

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

by NEFT/ RTGS only to the A/c. of the Contractor given in the e-requisition form submitted along with the Tender/s.

(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 the incidental expense incurred by the College for making payment outside the District in which the claim arises shall be borne by the Contractor.

9. The Contractor shall not assign or made over in part or wholly the contract or the benefit 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 (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 College.

10. NOTWITHSTANDING the provisions contained in clause 5, the College 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 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 damages, sustained or incurred by the College 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 expiration of the contract. In all cases where there are guarantee for the good 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 College/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 College/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 College/Purchasing Officer 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 alternative arrangements shall be recoverable from the Contractor in the manner provided in clause 15 hereunder.

1. “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 conclusive and shall be binding on the Contractor.”

16. The Contractor agrees that any sum of money due and payable to him from College shall be adjusted against any sum of money due to College from him under any other contracts.

IN WITNESS WHERE OF THE Contractor and Shri. ……… …………… ………… ………… ……………………………………………………… (Here Enter Name and Designation) for and on behalf of the Zamorin’s Guruvayurappan College, Kozhikode have hereunto set their hands.

Signed, Sealed and delivered by (here enter name \*\*\*\*\*\*)

(Contractor)

In the presence of witnesses :

1. \*\*\*\*\*\* Name & Address\*\*

2. \*\*\*\*\*\* Name & Address\*\*

Sri/Smt. ………………………………………………………………………… …………… ……………………………… (Here Eenter Name and Designation) for and on behalf of the Zamorin’s Guruvayurappan College, Kozhikode.

In the presence of witness :

1. \*\*\*\*\*\* Name & Address\*\*

2. \*\*\*\*\*\* Name & Address\*\*