

A G R E E M E N T

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

Articles of agreement executed on this the ____ day of _____, two thousand and __ __ between _____ (here enter the name and address of the purchasing officer) for and on behalf of the Vice-Chancellor, Kerala University of Fisheries and Ocean Studies, (hereinafter referred to as "The University") of the one part and Sri. _____ (H.E. name and address of the tenderer) (hereinafter referred to as "the Bounden") of the other part.

WHEREAS in response to the notification no. _____ dated _____, the Bounden has submitted to the University a tender for the supply of _____ specified therein subject to the terms and conditions contained in the said tender.

WHEREAS the Bounden has also deposited with the University a sum of Rs. _____ only as earnest money for the execution of an agreement undertaking the due fulfilment of the contract, in case his tender is accepted by the University.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

1. In case the tender submitted by the Bounden is accepted by the University and the contract for the supply of any item of _____ as per the above notification is awarded to the Bounden, the Bounden shall within fifteen days of acceptance of his tender, execute an agreement with the University incorporating all the terms and conditions under which the University accepts his tender.
2. In case the Bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the University shall have power and authority to recover from the Bounden any loss or damage caused to the University by such breach as may be determined by the University, by appropriating the earnest money deposited by the Bounden and if the earnest money is found to be inadequate, the deficit amount may be recovered from the Bounden and his properties movable and immovable in the manner hereinafter contained.
3. All sums found due to the University under or by virtue of this agreement shall be recoverable from the Bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the University may deem fit.

In witness whereof the _____ (here enter the name and address of the purchasing officer), for and on behalf of the Vice-Chancellor of Kerala Univeristy of Fisheries and Ocean Studies and Shri. _____, the Bounden, have hereunto set their hands the day and year shown against their respective signatures.

Signed by Shri. _____ (date) _____

In the presence of witnesses:

- 1.
- 2.

Signed by Shri. _____ (date) _____

In the presence of witness:

- 1.
- 2.