

Agreement
(prepared on Rs. 200/- stamp paper)

ARTICLES OF AGREEMENT executed on this day of
.....Two thousand and twenty one BETWEEN The Principal, Devaswom Board College,
Thalayolaparambu, Kerala (hereinafter referred to as “THE PRINCIPAL”) of the one part and
Shri/Smt

.....
.....
(Hereinafter referred to as “THE BOUNDEN” of the other part.)

WHEREAS in response to the notification No..... dated /
/2021 THE BOUNDEN has submitted to THE PRINCIPAL a tender for the
.....
..... specified therein subject to the terms and conditions contained in the said tender.

WHEREAS THE BOUNDEN has also deposited with THE PRINCIPAL a sum of Rs.
as earnest money for execution of an agreement undertaking the due fulfillment of the contract in
case his tender is accepted by THE PRINCIPAL.

Before commencing the work of within a week of the date when the acceptance of tender has been
intimated to him, THE BOUNDEN shall deposit a sum of Rs (As per NIT)
which shall be treated as security for the proper fulfillment of the same and he shall execute an
agreement for the work in the scheduled form of agreement. If he fails to do this or fail to maintain
a specified rate of progress, the security deposit shall be forfeited to THE PRINCIPAL and fresh
tenders shall be called for or the matter otherwise disposed. If as a result of such measures due to
the default of the tender to pay the requisite deposit sign contracts to take possession of the work
any loss to THE PRINCIPAL results, the same will be recovered from him as arrears of revenue but
should it be a saving to THE PRINCIPAL and THE BOUNDEN shall have no claim whatever to
the difference. Recoveries to this or any other account will be made from the sum that may be due
to THE BOUNDEN on this or any other contracts or under the Revenue Recovery Act or otherwise
as THE PRINCIPAL may decide.

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 PRINCIPAL and the
Contract foris
awarded to THE BOUNDEN, THE BOUNDEN shall within days of acceptance of his
tender execute an agreement with THE PRINCIPAL incorporating all the terms and conditions under
which THE PRINCIPAL accepts his tender.
2. In case THE BOUNDEN fails to execute the agreement as aforesaid incorporating the terms and
conditions governing the contract THE PRINCIPAL shall have power and authority to recover from
THE BOUNDEN any loss or damage caused to THE PRINCIPAL by such breach as may be

determined by THE PRINCIPAL 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 PRINCIPAL 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 PRINCIPAL may deem fit.

In witness where of Shri/Smt.
..... for and on behalf of THE PRINCIPAL, Devaswom Board College,
Thalayolaparambu, Kerala and Shri/Smt... ..

THE BOUNDEN have hereunto set their hands the day and year shown against their respective signatures.

Signed by Shri/Smt (date) / /2021

In the presence of witnesses:

1.
.....

2.
.....

Signed by

Shri/Smt.....(date) / /2021

In the presence of witnesses:

1.
.....

2.
.....