**Agreement**

(prepare on Rs. 200/- stamp paper)

 ARTICLES OF AGREEMENT executed on the ...................... day of ..........…………..

.................2025...................... between **The Principal, St. Xavier’s College, Thumba**, **Kerala** (hereinafter referred to as “the Principal”) of the one part and Shri/Shrimati .... .....................................................................................................................................................

..................................................................................................................................................... (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……… /2025 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 fulfilment of the contract in case his tender is accepted by the Principal.

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 for ...................................................................................................................................................... is 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/Shrimati……………………………….. **Principal, St. Xavier’s College, Thumba, Kerala.** (H. E. name and designation) for and on behalf of the Shri/Shrimati. …................................ ….................................. …......................... …..

The bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Shri/Shrimati ................................................. (date) / /2025

In the presence of witnesses:

1. ..................................................

.........................................................................................................

2. ..................................................

.........................................................................................................

Signed by

Shri/Shrimati................................................(date) / /2025

In the presence of witnesses:

1. ..................................................

.........................................................................................................

2. ..................................................

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