

## **EXECUTION OF SUPPLY**

1. The supplier shall supply and install all Items in the most substantial and good manner and the items supplied shall be of the best quality.
2. No supply will be paid for, unless it is fully in accordance with the specifications.

## **ASSIGNMENTS**

The supplier shall not assign the supply or sublet it as a whole or in part without the written consent of the CWRDM nor shall the supplier assign any money due to him hereunder, without the previous consent of the CWRDM. If the supplier contravenes this condition, he shall be considered to have thereby committed a breach of contract.

**Agreement accompanying tender**

“Articles of Agreement executed on this the .....Day of .....and.....BETWEEN the CENTRE FOR WATER RESOURCES DEVELOPMENT AND MANAGEMENT, Kunnamangalam, Kozhikode acting through the Registrar (herein-after referred to as the Centre) of the one part and Sri.....

(Name and address of the Tenderer) (herein-after referred to as “the bounden” of the other part).

WHEREAS in response to the invitation for ‘tenders, contained in Notification

No. ....dated .....inviting tenders, the bounden has submitted to the Centre, a tender for the .....

specified therein subject to the terms and conditions contained in the said tender.

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

In case the tender submitted by the bounden is accepted by the Centre and the Contract for the supply, installation, Training of .....(Nos. of make, model, item) is awarded to the bounden, the bounden shall within fifteen days of acceptance of his tender execute an agreement & bank guarantee with this Centre incorporating all the terms and conditions under which the Centre accepts his Tender.

1. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the Centre shall have power and authority to recover from the bounden any loss or damages caused to the Centre by such breach as may be determined by the Centre, the full amount may be recovered from the bounden and his property moveable and immovable and also in the manner hereinafter contained
2. All sums found due to the Centre 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 inforce as though such sums are arrears of land revenue and also in such other manner as the Centre may deem fit.

In witnesses whereof.....

Behalf of the Centre and .....

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

Signed by.....(date)

In the presence of witnesses:

1. ....

2. ....

Signed by ..... (date)

Name, Address,

Signature of the

Tenderer with date & seal

**Declaration by Tenderer**

I.....hereby declare that I am not in any way related to any of the Centre's employees who is in charge of or having control of this tender. I agree that if, at any stage it is found that this declaration is untrue, the contract entered will stand cancelled. It is understood that the relationship with the Centre's employees referred to herein will be restricted to my Father, Mother, Son, Daughter, Brother, Sister, Direct Uncle, Nephew, Father-in-law, Sister-in-Law and first Cousins of the officer concerned.

I/We are assessed to Income Tax and my/our Pan No. is.....

Place:

Date:

Signature of Tenderer.

With seal.