

AGREEMENT

(to be executed in stamp paper worth of Rs 100.00)

Agreement made this day of _____ between the Managing Director, Kerala State Cashew Development Corporation Ltd, on the one part, (hereafter called "Cashew Corporation): and _____ (hereafter called "Supplier" on the other part.

WHEREAS the supplier has tendered for the supply of materials for the use of the Cashew Corporation as per tender No _____ dated _____. Tender notification shall form part of the agreement as if incorporated herein.

AND WHEREAS the Cashew Corporation has been pleased to accept the offer subject to the conditions stipulated in the supply order No _____ dated _____ (which shall form part of this agreement as if incorporated herein) in respect of the materials mentioned therein.

AND WHEREAS the supplier has to deposit security @5 % of the contract value for the fulfillment of his obligations.

NOW THESE PRESNETS WITNESS AS FOLLOWS

1. Samples has been forwarded to Cashew Corporation for approval, the supplier aggress to supply the materials according to the approved samples. Samples forwarded by the supplier to the Cashew Corporation will not be paid for and shall be the property of Cashew Corporation but the Cashew Corporation are at liberty to return them to the supplier.
2. The supplier hereby declares that the goods sold to the Cashew Corporation under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specification and particulars contained in the order. Cashew Corporation inspect the said goods, if the said goods be discovered not to conform

to the specification/order, the Cashew Corporation 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. The supplier shall if so call upon to do so, replace the goods or such portion thereof as is rejected by the Cashew Corporation. Otherwise the supplier shall pay to the Cashew Corporation such damages as may arise by reason of the breach of the conditions herein contained. Nothing herein contained shall prejudice any other right of the Cashew Corporation in that behalf under this contract or otherwise.

3. The materials to be supplied are shown in the purchase order No _____ dated _____. The Supplier agrees to supply the quantities of the materials shown in the order at the rate tendered by him for each material within the contract period.
4. If the Supplier defaults in the supply of all or any of the materials correctly and promptly as above, the Cashew Corporation are at liberty to procure the same from elsewhere without canceling the contract as a whole. If Cashew Corporation incur higher cost than the agreed rate, such excess cost may be deducted by Cashew Corporation from the Suppliers bill or adjusted or otherwise realized from his security deposit or recovered from him by other means. The Supplier agrees that, he shall not entitle to claim the excess, if any, of the tendered rate over such cost to Cashew Corporation.
5. The Security deposit shall subject to the conditions specified herein be returned to the supplier within three months after the expiry of the contract.
6. The Supplier agrees that any communication addressed to him may be handed over to him or his 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.

IN WITNESS WHEREOF the supplier and Shri _____ Managing Director, for and on behalf of the Kerala State Cashew Development Corporation Ltd, have hereunto set their hands.

Signed, sealed and delivered by

Supplier

In the presence of witness 1)

2)

Signed, sealed and delivered by Shri _____
State Cashew Development Corporation Ltd.

for and on behalf of the Kerala

In the presence of witness 1)

2)