

Draft of the Agreement

ARTICLES OF AGREEMENT

This agreement is made day of 2021 between The Marine Products Export Development Authority, an autonomous body under the Ministry of Commerce, Government of India, Having its Head Office at MPEDA House, Panampilly Avenue, Kochi-682 036, acting through The Secretary MPEDA, hereinafter called “MPEDA” which term shall, unless repugnant to the context, include its legal representatives, of the one part.

AND

M/s, 1-----
----- represented by Shr....., having it's Registered Office at(hereafter called “THE CONTRACTOR” which term shall, unless the context otherwise admits, include his heirs, executors, administrators, legal representatives, nominees and assigns, of the other part.

WHEREAS

IN WITNESS WHEREOF, the parties afore-mentioned have signed this deed on the day and year first in above written, in token of acceptance of the terms thereof.

1. The EMPLOYER is desirous of Renovation of wash rooms at MPEDA Quarters, G – 373, Panampilly Nagar, Kerala, Kochi - 682036 (hereinafter referred to as the SITE).

2. The CONTRACTOR shall carry out the work, more particularly described in the schedule herein after contained at the site plan given below, on the item rate basis to be paid for according to the actual measured quantities of each finished work, at the rates contained in the schedule of quantities.

NOW THEREFORE, THIS AGREEMENT WITNESSETH THAT:

1. The terms and Conditions/Drawings for the said contract having been stipulated in the said tender document which the contractor has agreed, shall be read and construed as forming part of this agreement and the parties hereto shall respectfully abide by, submit themselves to the said

conditions and perform the agreements on their part respectively contained in the said conditions.

2. This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work on item-rate basis to be paid for according to the actual measured quantities of each finished work, at the rates contained in the BOQ.

3. The Contract herein contained shall comprise not only the works mentioned above but all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the Employer, even if such work may not be shown on the said drawings or described in the said Schedule of quantities and Specifications. The rates for such extra works shall be determined on the basis of prevailing rates by employer.

4. The approved/to be approved drawings mentioned herein shall form the basis of this contract.

5. The Employer reserves to itself the right of altering the drawings and the nature of the work through the Consultant by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.

6. Time shall be considered as the essence of this contract and the contractor hereby agrees to commence the work immediately preferably within 7 working days from the date of receipt of this order and shall complete the entire work within (14) fourteen days from commencement date. All payments by the Employer under this contract will be made at Kochi by NEFT/RTGS only.

7. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Kochi and only Courts in Kochi shall have jurisdiction to determine the same.

8. This agreement shall be signed in triplicate, the original where of shall be kept in the custody of the Employer and the duplicate with the Contractor, triplicate with the Accounts Section. Stamp duty, if any, shall be borne and paid by contractor.

9. In the event of breach of Contract of any of the said conditions by the Contractor, the Employer reserves the right to terminate this Contract, whereby the Contractor shall not be eligible for any compensation or damages whatsoever. The Contractor shall not be eligible for any compensation for the completed work, which shall be the property of the Employer. The Employer at the cost of the Contractor shall undertake any pending work due to the cancellation of this contract and he shall be liable for such damages experienced by the Employer.

10. The Contractor is responsible for clearing the site of the debris, rubbish and the leftover materials as and when accumulated once in every day so that the site is kept clean and orderly. No additional payments will be made for this.

11. The schedule of work (item wise) and site plan/ Drawings may also be signed by the contractor.

12. The tenderer should strictly ensure Covid 19 protocol in work place. OMs/Guidelines issued by Local Body/State/Central Government may be followed by the Contractor/representatives/labourers etc.,

IN WITNESS WHEREOF the employer has set its hands hereunto and two duplicates here of through its duly authorized official and the Contractor has caused these presents and two duplicates hereof under its common seal by its duly authorized representative at the place and on the date and year first herein above written.

SIGNATURE CLAUSE

SIGNED SEALED AND DELIVERED by The Marine Products Export Development Authority by the hand of The Secretary MPEDA.

In the presence of

1.
Address
.....
.....

2.
Address
.....
.....

SIGNED SEALED AND DELIVERED by the Contractor by the hands -----

In the presence of

1.
Address
.....
.....

2.
Address
.....