

## AGREEMENT

Articles of Agreement executed on this the .....  
.....of .....Two Thousand  
and Eighteen between the Chief Executive Officer, (hereinafter called Brahmagiri Development  
Society) on the one part and M/s.....  
.....  
(Name and Address of the tenderer) (Hereinafter referred to as “ the bounden”) on the other part.  
WHEREAS in response to the Notification No.....dated.....  
The bounden has submitted to the Brahmagiri Development Society a tender for the supply of  
specified therein subject to the terms and conditions contained in the said tender;  
WHEREAS the bounden has also deposited with Brahmagiri Development Society 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 Brahmagiri Development  
Society.

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

- 1) In case tender submitted by bounden is accepted by the Brahmagiri Development Society  
and the contract for .....is awarded to  
the bounden, thebounden shall within.....days of acceptance of his tender execute an  
agreement with the Brahmagiri Development Society incorporating all the terms and conditions  
under which the Brahmagiri Development Society accepts his tender.
- 2) In case the bounden fails to execute the agreement as aforesaid incorporating the terms and  
conditions governing the contract, the Brahmagiri Development Society shall have power and  
authority to recover from the bounden any loss or damage caused to the Brahmagiri  
Development Society by such breach as may determined by the Brahmagiri Development  
Society by appropriating the earnest money deposited by the bounden and if the earnest money  
is bound 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 Government 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 Brahmagiri Development Society may deem fit.

(Contd...2)

SIGNED BY SHRI.....THE FIRST PARTY

IN THE PRESENCE OF WITNESS:

(1).....

(2).....

IT WITNESS WHERE OF *SRI* .....

(H. E. the name of the officer of the department) for and behalf of the Chief Executive Officer and Sri ..... to contractor have set their hans on the day and year first above written)

Signed by Sri .....Officer/Officers

BDS in the presence of witness.

- 1.
2.

Signed and delivered by Sri .....(the contactor) in the presence of witnesses.

- 1.
2.

SIGNED BY SHRI.....THE SECOND PARTY

IN THE PRESENCE OF WITNESS:

(1).....

(2).....