

2. PRELIMINARY AGREEMENT FORMAT

PRELIMINARY AGREEMENT

(To be executed on stamp per Rs.200/-)

Preliminary Agreement entered into on this [redacted] day of

[redacted] Two thousand and [redacted] between

<Tender Inviting Authority> [redacted] for and on behalf of the Governor of Kerala

(hereinafter called for the Government) of the one part and

Sri. [redacted]

[redacted]

(here enter full name and address of the Bidder) hereinafter called the Bidder of the other part for the execution of the agreement as well as for the execution of the work

KIIFB Work: [redacted]

[redacted]

WHEREAS the Government invited tenders for the work of [redacted]

KIIFB Work: [redacted]

[redacted] (here

enter name of the work) by Notification No [redacted] Dated

[redacted] in the [redacted]

I/We undersigned hereby offer to construct the proposed work in strict accordance with the contract/bid document for the consideration to be calculated in terms of the priced schedule of quantities.

I/We undertake to complete the whole of the works as per the attached schedule from the date of issue of intimation by you that our tender has been accepted and upon being permitted to enter site. I/We further undertake that on failure, subject to the conditions of the contract relating to extension of time, I/We shall pay agreed 'Liquidated Damages' for the period during which the work shall remain incomplete.

I/We hereby deposit with you as Earnest money Rs. [REDACTED] /- (Rupees

[REDACTED])

[carrying no interest] by means of online payment in the e-GP website of Kerala in favour of <tender inviting authority> and I/We agree that this sum shall be forfeited in the event of the Employer accepting my/our tender and I/We fail to take up the contract when called upon to do so as per clause 3.6.6 and 7 of ITB of the bid document.

I/We further agree for the deduction of 2.5% from the 'Interim Payment/RA Bill' and up to a maximum of 2.5% of the contract value towards the 'Performance Security Deposit', which will be returned as per the relevant clauses in the agreement.

I/We will furnish the Performance Guarantee Bond as per the approved format, if our bid is accepted. Bid Security deposited shall be treated as security for the proper fulfilment of the same and shall execute an agreement for the work in the prescribed form. If I/We fails to do this or maintain a specified rate of progress (as specified in the Milestone details of contract data in the bid document), the performance guarantee (both treasury fixed deposit and irrevocable bank Guarantee) and Performance Security Deposit if any deducted from the RA Bills shall be forfeited to Government and fresh tenders shall be called for or the matter otherwise disposed off. If as a result of such measures due to the default of the Bidder to pay the requisite deposit, sign contract or take possession of the work any loss to Government due to the same will be recovered from me/us as arrears of revenue, but should it be a saving to Government. I/We shall have no claim whatever to the difference. Recoveries on this or any other account will be made from the sum that may be due to us on this or any or other subsisting contracts or under the Revenue Recovery act or otherwise the Government may decide.

I/We further agrees that, in the case of becoming the lowest bidder in this tender and in the event of failure on part of me/us to produce any of the original documents, or submit the performance guarantee, or enter into agreement with the first part within the specified time limit, the first part may take appropriate action as provided in the bid document. Recoveries on this or any other account will be made from the sum that may be due to us on this or any or other subsisting contracts or under the Revenue Recovery act or otherwise the Government may decide.

NOW THEREFOR IN THE PRESENCE OF WITNESS it is mutually agreed as follows.

The terms and conditions for the said contract having been stipulated in the said tender document and forms to which the I/We have agreed and a copy of which is here to be appended which forms the part of this agreement, it is agreed that the terms and conditions stipulated therein shall bind the parties to this agreement except to the extent to which they are abrogated or altered by express terms and conditions herein agreed to and in which respect the express provisions herein shall supersede those of said tender form.

The I/We hereby agreed and undertake to perform and fulfill all the operations and obligations connected with the execution of the said contract work

KIIFB-Works of Registration Dept -Electrification of Sub Registrar's Office, at Thiruvallur in Kozhikode District.(hereinafter the name of the work if awarded in favour of the me/us.)

If the Bidder does not come forward and to execute the original agreement after the said work is awarded and selection notice issued in his favour or commits breach of any of the conditions of the contract as stipulated in clause of the notice inviting tenders as quoted above, within the period stipulated then the Government may rearrange the work other wise or get it done departmentally at the risk and the cost of the Bidder and the loss so sustained by the Government can be realized from the Bidder under the Revenue recovery Act as if arrears of land revenue as assessed quantified and fixed by an adjudicating authority consisting of the Secretary Public works, Managing Director KSCC or any other officer or officers authorized by Government in this behalf, taking into consideration the prevailing P.W.D rates and after giving due notice to the Bidder. The decision taken by such authority officer or officers shall be final and conclusive and shall be binding on the Bidder.

The Bidder further agrees that any amount found due to the Government under or by virtue of this agreement shall be recoverable from the Bidder from his EMD and his properties movable and immovable as arrears of Land Revenue under the provision of the Revenue Recovery Act for the time being in force or in any other manner as the Government may deem fit in this regard.

The Bidder further assures that it is clearly understood that the settlement of claims either by part bills or by final bills will be made only according to the availability of budget provision and allotment of funds made with the Divisional officer in charge of the work under the respective heads of account in which the work is sanctioned and

arranged and also subject to the seniority of such bills. No claims for interest or for damages whatsoever shall be made for the related settlement of claims of bills.

IN WITNESS THERE OF Sri. [REDACTED] (here enter the name of the officers of the Department)

for on behalf of the Governor of Kerala State and [REDACTED]

[Redacted]

[Redacted]

the Bidder have set their hand on the day and year first above written

Signed by Sri. [Redacted] (officer / Officers of KSCC
Department)

In the presence of witnesses:

1. [Redacted]

2. [Redacted]

Signed and delivered by [Redacted] (Bidder) in the presence of

1. [Redacted]

2. [Redacted]