

FORM OF PRELIMINARY AGREEMENT*

(See General conditions of contract)

* (To be executed in stamp paper at the time of submitting tender for works.)

Preliminary agreement entered into on this day of between the Executive Engineer, Kerala Agricultural University, Kumarakom for and on behalf of the Vice-Chancellor of KAU (Hereinafter called the university) of the one part and Shri.

(H.E. full name and address of the Contractor herein after called “the Contractor”) of the other part for the execution of the agreement as well as for the execution of the work of

Whereas the University invited tenders for the work as stated above

(H.E. name of the work) by notification No. dated

in the

AND

Before commencing work, within 24 days from the date of acceptance of the tender has been intimated to him, the Contractor shall deposit a sum of 5% (five percentage) of the contract amount, in which at least fifty percentage of the amount will be in the form of Treasury Fixed Deposit and the rest in the form of bank guarantee or any other forms prescribed in the revised PWD Manual and this shall be treated as security deposit for the proper fulfillment of the same and shall execute an agreement for the work in the P.W. Schedule Form. If he fails to do this or in the case of P.W. contracts maintain a specified rate of progress (to be specified in each case in the tender schedule) the earnest money and security deposit shall be forfeited to Kerala Agricultural University 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 Contractor to pay the requisite deposit, sign contracts or take possession of the work any loss to Kerala Agricultural University results, the same will be recovered from him as arrears of revenue, but should it be a saving to Kerala Agricultural University, the original Contractor 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 the Contractor on this or any other subsisting contracts or under the Revenue Recovery Act, otherwise the University may decide.

NOW THERE FOR THESE PRESENT WITNESS AND IT IS MUTUALLY, AGREED AS FOLLOWS:

The terms and conditions of the said contract having been stipulated in the said tender form to which the Contractor has agreed, a copy of which is hereto appended which forms 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 the said tender form.

The Contractor hereby agrees and undertake to perform and fulfill all the operations and obligations connected with the execution of the said contract work viz.

--

--

(H.E. the name of the work) if awarded in favour of the Contractor.

1. If the contractor does not come forward to execute the original agreement after the said work is awarded and selection notice issued in his favour or commit breach of any of the conditions of the contract as stipulated in clause 12 of the notice inviting tenders as quoted above within the period stipulated therein, the University may rearrange the work otherwise or get it done departmentally at the risk and cost of the Contractor. The amount due to University shall be assessed and fixed as liability of the contractor, by the officer executing agreement and intimated to him. An amount equal to 30% of the cost of the remaining works at agreed rates of the terminated contract will be recovered from the defaulted contractor towards the risk and cost within three months. The total loss, if any, shall be realized after the rearrangement of the balance work. If he fails to remit the amount within this periods following steps can be adopted for realization of loss. The amount can be realized from the following. 1. EMD / Security 2. Bill amount / retention if any due to the contract. 3. Any dues from department to the contract 4. Bank Guarantee / Performance Guarantee or By filing civil suit against the contractor, by the

officer executing the agreement, in consultation with the legal advisor of KAU in which the concerned work was tendered .

2. The Contractor further agrees that any amount found due to the University under or by virtue of this agreement shall be recoverable from the Contractor from his EMD/security and his properties, movable and immovable as arrears of land revenue under provisions of Revenue Recovery Act for the time being in force or in any other manner as the University may deem fit in this regard.

3. The Contractor further assures that it is clearly understood that the settlement of claims either by part bills or by final bill 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 belated settlement of claims of bills.

If there is any delay for transfer of fund of above work available with the Principal Investigator concerned, to Executive Engineer, Kumarakom, the bills/Memo of payment of completed works shall be forwarded through PSTSB A/c by ways and means system of Finance Dept, as per Kerala Treasury guidelines for arranging payment.

4. The decision taken by the Accepting Authority shall be final and conclusive and shall be binding on the Contractor.

IN WITNESS WHERE OF (H.E. the name of the officer of the Department) for and on behalf of the Vice-Chancellor of Kerala Agricultural University and Shri. the Contractor have set their hands on the day and year first above written.

Signed by Shri. Officer/officers of KAU in the presence of witnesses.

1.
2.
- 3.

signed and delivered by Shri. (the Contractor) in the presence of witnesses.

1.
2.