

PRELIMINARY AGREEMENT

Preliminary agreement entered in to this day of.....(2019) two thousand Nineteen between Assistant Executive Engineer, LSGD , Angamaly Municipality for and on behalf of the Governor of Kerala here in after called “the Government” of the one part and Shri. (H.E Full name and address of the contractor) of the other part of the execution of the agreement as well as for the execution of the work “ ”.

WHEREAS the Government invited tenders for the work: - “ ” (H E Full name of the work) by notification No. datedAND WHEREAS Para 13 of the notice inviting

Contractor

Engineer

Tenders stated as follows

Before commencing work or within a week after the date when the acceptance of the tender has been intimated to him, the tender shall deposit a sum sufficient to make up the balance of 5% of the probable value of contract which together with the amount of EMD shall be treated as security for the proper fulfilment of the same and shall execute an agreement for the work in the LSGD Schedule form. If he fails to duties or in the case of LSGD/PWD Contracts not maintain a specified rate of progress (to be specified in each case in the tender schedule) the EMD and SD shall be for feinted 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 tender to pay their quest deposit, sign the contracts or take the possession of the work, any loss to Government due to the same will be recovered from him as arrears of revenue , but should it be a saving to Government, 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 due to the contract or on this or any other subsisting contracts under the Revenue Recovery Act, or otherwise the Government may decide NOW THEREFORE IN THE PRESENCE OF WITNESS ,it is mutually agreed as follows

1. The terms and conditions for 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 the 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 these of the said tender forms.

2.The Contractor hereby agree and undertake to perform and full fill all the operation sand obligations connected with the execution of the said contract (H.E name of work):-“

.....
...” if awarded in favour of the contractor.

3. 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 commits breach of any of the conditions of contract as stipulated in clause 13 of the notice inviting tenders as quoted above within the period stipulated the Government may rearrange the work otherwise or get it done departmentally at the risk and cost of the contractor and the loss so sustained will be recovered by the Revenue Recovery Act as if arrears of land revenue as assessed., quantified and fixed by an adjudicate in authority consisting of the Chief Engineer, LSGD or any other officers authorized by Government in its behalf, taking in to consideration the prevailing LSGD rates and after giving due notices to the contractor. The decisions taken by such authority, or the officer, or officers shall be final and conclusive and shall be binding on the contractor

Contractor

Engineer

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

5. The contractor 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 provisions 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 claim for interest or for damages what so ever shall be made for the belated settlement of claim of bills

IN WITNESS WHERE OF Shri /Smt.. Executive Engineer LSGD
Angamaly Municipality (H.E name of the officer of the department and on behalf of the
Governor) and Shri

. (the Contractor) have set their hands on the day and year 1st above written
Signed by Sri.

Assistant Executive Engineer, LSGD, Angamaly Municipality.

In the presence of witnesses

1.

2.

Signed and delivered by Shri.....
(Contractor)

In the presence of witnesses.

1.

2.