

**TO BE TYPED IN RS. 200/- KERALA STAMP PAPER**

**FORM OF PRELIMINARY AGREEMENT**

Preliminary agreement entered into on this..... day of.....Two thousand and Sixteen between the Director, Co-operative Academy of professional Education (CAPE), 1<sup>st</sup> floor, Co-Bank Towers, Vikas Bhavan P.O. Thiruvananthapuram (Hereinafter called the Client) and M/s.....

.....  
(Hereinafter called the 'Contractor') of the other part for the execution of the agreement as well as for the execution of the work of "Electrification of Civil Engineering Block (Phase 2) at College of Engineering, Pathanapuram". WHEREAS, The Director, CAPE invited tenders for work of "Electrification of Civil Engineering Block (Phase 2) at College of Engineering, Pathanapuram". vide notification No.W-08/2015-16/CAPE dated 11.01.2016 Before commencing work or within 20 days after the date when the acceptance of the tender has been intimated to him, the tenderer shall deposit a sum sufficient to make up the balance of 10 percent of the probable value of contract which together with the amount of earnest money deposit shall be treated as security for the proper fulfillment of the same and shall execute an agreement for the work. If he fails to do this or in the case of 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 CAPE and fresh tenders shall be called for or the matter otherwise deposited off. It, as a result of such measures due to the default of the tenderer pay the requisite deposit, sign contracts or take possession of the work, any loss to the client, results the same will be recovered from him as arrears of revenue, but should it be a saving to CAPE, 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, or otherwise the client may decide.

NOW THEREFORE THESE PRESENTS WITNESS and it is mutually agrees as follows: -

1. The terms and conditions for the said contract having been stipulated in the said tender

form to which the contractor 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.

2. The contractor hereby agreed and undertake to perform and fulfill all the operations and obligations connected with the execution of the said contract work viz. - work of “Electrification of Civil Engineering Block (Phase 2) at College of Engineering, Pathanapuram ” 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 or commits breach of any of the conditions of the contract as stipulated in the tender as quoted above within the period stipulated therein, the client may re-arrange the work otherwise or get it done by the Company at the risk and cost of the Contractor and the loss so sustained by the client can be realized from the Contractor under the Revenue Recovery Act as if arrears of land revenue as assessed, quantified and fixed by an adjudicating authority authorized by client in this behalf taking into consideration the prevailing rates and after giving arrears due not to the contractor. The decisions taken by such authority, Officer, or officers shall be final and conclusive and shall be binding. on the contractor
4. The contractor further agrees that any amount found due to the client under or by virtue of this agreement shall be recoverable from the contractor from his EMD and his properties, movable or immovable as arrears of land revenue under the provisions of the Revenue Recovery Act for the time being in force or in any other manner as the client may deem fit in this regard.

IN WITNESS WHEREOF The Director, CAPE for and  
on behalf of CAPE and

Sri .....

the contractor has set their hands on the day and year first above written.

Signed by..... ( ) in the presence  
of witnesses:-

1.

2.

Signed and delivered by Sri. ....  
..... the Contractor in the presence of witnesses:-

1.

2.