

## **PROFORMA OF PRELIMINARY AGREEMENT**

(To be executed on stamp paper of value Rs.200/- and submitted along with tender).

Preliminary agreement entered into on this ..... day of ..... Between ..... (Hereinafter called Owner) on one part and Shri..... (name and address of the Contractor) (Hereinafter called the Contractor) on the other part for the execution of the agreement as well as the execution of the (Name of Work). And where as the notice inviting tenders it is stated as follows. Before commencing the work of within a week of the date when the acceptance of tender has been intimated to him, the tenderer shall deposit an additional sum of Rs.....which together with the amount of earnest money deposited shall be treated as security for the proper fulfillment of the same and he shall execute an agreement for the work in the scheduled form of agreement. If he fails to do this or fail to maintain a specified rate of progress, the security deposit shall be forfeited to The Pharmaceutical Corporation (I.M) Kerala Ltd and fresh tenders shall be called for or the matter otherwise disposed. If as a result of such measures due to the default of the tender to pay the requisite deposit sign contracts to take possession of the work any loss to the The Pharmaceutical Corporation (I.M) Kerala Ltd. results, the same will be recovered from him as arrears of revenue but should it be a saving to The Pharmaceutical Corporation (I.M) Kerala Ltd. the original contractor shall have no claim whatever to the difference. Recoveries to this or any other account will be made from the sum that may be due to contractor on this or any other contracts or under the Revenue Recovery Act or otherwise as The Pharmaceutical Corporation (I.M) Kerala Ltd. may decide.

Now therefore these present witness and it is mutually agreed as follows:

1. The terms and condition for the said contract having been stipulated in the said tender form to which the contractor has agreed, a copy of which is appended, and which forms part of this agreement, it is agreed that the terms and conditions stipulated there in 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 supercede those of the said tender form.
2. The Contractor hereby agree and under take to perform and fulfill all the operation and obligations connected with the execution of the said contract work viz. Construction of (Name of the work)
3. If the Contractor does not come forward to execute the original agreement after the said work is awarded and letter of acceptance issued in his favour or commits breach of any of the conditions of the contract as stipulated in clause 1.06.4 of the Notice inviting Tenders as quoted above within the period stipulated, The Pharmaceutical Corporation (I.M) Kerala Ltd. may rearrange the works otherwise or get it done otherwise at the risk and cost of the contractor and the loss so sustained by The Pharmaceutical Corporation (I.M) Kerala Ltd. can be realizing from the contractor under the Revenue Recovery Act as if arrears of land revenue as assessed, quantified and fixed by an adjudicating authority consisting of The Pharmaceutical Corporation (I.M) Kerala Ltd. or any other officer or officers authorised by The Pharmaceutical Corporation (I.M) Kerala Ltd. taking into consideration the prevailing rates and after giving due notice to the Contractor. The decision taken by such authorised 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 Pharmaceutical Corporation (I.M) Kerala Ltd. under or by virtue of this agreement shall be recoverable from the Contractor from the Contractor 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 Pharmaceutical Corporation (I.M) Kerala Ltd. may deem fit in this regard.

In witness where of Sri....., The Managing Director, The Pharmaceutical Corporation (I.M) Kerala Ltd. and Sri.....

Contractor, have set their hands on the day and year first above written,

Signed by Sri..... The Managing Director, The Pharmaceutical Corporation (I.M) Kerala Ltd.

In the presence of witness

1. ....
2. ....

Signed and delivered by Sri....., Contractor.