PRELIMINARY AGREEMENT

Articles of agreement executed on this the ..... day of..... between the Managing Director, Pharmaceutical Corporation (Indian Medicines) Kerala Ltd. Thrissur (herein after referred as the Managing Director) of the one part and Shri .....(herein after referred to as the bounden) of the other part.

Where as in response to the notification No **OUSH/97/2026-PSA2** dated.....the bounden has submitted to the Managing Director, Pharmaceutical Corporation (Indian Medicines) Kerala Ltd, Thrissur a tender for **the supply of Uniform** subject to the terms and conditions contained in the said tender.

Whereas the bounden has also deposited with the Managing Director, Pharmaceutical Corporation (Indian Medicines) Kerala Ltd, Thrissur a sum of Rs.5000/- as earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the Managing Director of the Pharmaceutical Corporation (Indian Medicines) Kerala Ltd., Thrissur

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

1. In case the tender submitted by the bounden is accepted by the Managing Director of The Pharmaceutical Corporation (Indian Medicines) Kerala Ltd, Thrissur and contract for the supply is awarded to the bounden, the bounden shall within 15 days of acceptance of tender execute an agreement with the Managing Director, Pharmaceutical Corporation (Indian Medicines) Kerala Ltd, Thrissur incorporating all the terms and conditions under which the Managing Director, Pharmaceutical Corporation (Indian Medicines) Kerala Ltd, Thrissur accepts his tender.
2. In case the bounden fails to execute the agreement aforesaid, incorporating the terms and conditions governing the contract, the Managing Director, Pharmaceutical Corporation (Indian Medicines) Kerala Ltd, Thrissur shall have power and authority to recover from the bounden any loss or damage caused to the Pharmaceutical Corporation (Indian Medicines) Kerala Ltd, Thrissur by such breach as

may be determined by the Managing Director by appropriating the earnest money deposited by the bounden and his properties movable or immovable in the manner herein after contained.

3. All sums found due to the Pharmaceutical Corporation (Indian Medicines) Kerala Ltd, Thrissur under or by virtue of the agreement shall be recoverable from the bounden and his properties movable or immovable under provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the Managing Director of Pharmaceutical Corporation (Indian Medicines) Kerala Ltd, Thrissur may deem fit.

In witness whereof Shri ..... the Managing Director, for and on behalf of the Pharmaceutical Corporation (Indian Medicines) Kerala Ltd, Thrissur and Shri ..... the bounden have here unto set their hand the day and year shown against their respective signature.

Signed by Shri .....date .....in
the presence of Witness.

1.

2.

Signed by Shri .....date .....in
the presence of Witness.

1.

2.