

FORM OF PRELIMINARY AGREEMENT

Preliminary Agreement entered into on this the day..... of January, Two thousand and twenty six between the Assistant Construction Engineer, Construction and Maintenance Facility, CWRDM for and on behalf of the Executive Director, CWRDM (hereinafter called for the Centre) of the one part and Sri..... (herein after called the Contractor) of the other part for the execution of the agreement as well as for the execution of the work.....

.....
.....

Whereas the Government invited tenders for the above work by notification No.....Datedin the dailies.

AND WHEREAS Para 13 of the Notice inviting tenders stated as follows.

Before commencing work or within 10 days after the date when the acceptance of the tender has been intimated to him, the tenderer shall deposit 5% as security for the proper fulfillment of the same and shall execute an agreement for the work in the PWD schedule form. due to the default of the tenderer to pay the requisite deposit, sign contract or take possession of the work, any loss to CWRDM due to the same will be recovered from him as arrears of revenue, but should it be a saving to CWRDM the original contractor shall have no claim whatever to the difference.

Contractor / Supplier

Assistant Construction Engineer

Recoveries on this or any other account will be made from the sum that may be due to the contractor on this or any or other subsisting contracts or under the Revenue Recovery act or otherwise the CWRDM may decide.

NOW THERE FOR 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 from 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 these of the said tender form.

2. The Contactor hereby agrees and undertakes to perform and fulfill all the operations and obligations connected with the execution of the said contact work, viz. (.....

.....
.....(the name of the 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 favor commits breach of any of the conditions of the contract as stipulated in clause 13 of the notice inviting tenders as quoted above with in 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 by the CWRDM 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 consisting of the secretary or other officer or officers authorized by the government in this behalf taking into consideration the (prevailing Public Works Department rates and after giving due notice to the contractor . The decision taken by such authority or the 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 CWRDM under or by virtue of this agreement shall be recoverable from the contractor from his E.M.D and his properties, movable and immovable, as arrears of the land revenue under the provisions of the recovery act for the time being in force or any other manner as the CWRDM may deem fit in this regard.

Contractor / Supplier

Assistant Construction Engineer

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 Executive Director, CWRDM of the work under the respective heads of account in which the work has 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".

In witness where of Sri.....The Assistant Construction Engineer, Construction and Maintenance Facility, CWRDM, Kunnamangalam, Kozhikode. (The name of the officer or the department, for and on behalf of the Executive Director) and

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

Signed by Sri..... The Assistant Construction Engineer, Construction and Maintenance Facility, CWRDM, Kunnamangalam, Kozhikode

In the presence of witness

1.

2.

Signed and delivered by

Sri.....

(The contractor)

In the presence of witness

1.

2.

Contractor / Supplier

Assistant Construction Engineer