PRELIMINARY AGREEMENT

Preliminary Agreement entered in to on this.....day of ……(month)

…….for and on behalf of the Registrar of KVASU of (here in after called for the University) of the one part and Sri.....

.....

. ..... (here enter full name and address of the Bidder) herein after called the Bidder of the other part for the execution of the agreement as well as for the execution of the **Supply of Stainless steel furniture for BSL III facility at KVASU,Mannuthy**

WHEREAS the University invited tenders for the work Of **Supply of Stainless steel furniture for BSL III facility at KVASU,Mannuthy** by Notification Limited tender **01/UE/KVASU/2026-27**Dated: 06.11.2026 in the www.kvasu.in/

I/ We undersigned hereby offer to construct the proposed work in strict accordance with the contract/ bid document for the consideration to be calculated in terms of the priced schedule of quantities.

I/We undertake to complete the whole of the works as per the attached schedule from inthe date of issue of intimation by you that our tender has been accepted and upon being permitted to enter site. I/We further undertake that on failure, subject to the conditions of the contract relating to extension of time, I/ We shall pay agreed` Liquidated Damages' for the period during which the work shall remain incomplete.

I/We hereby deposit with you as **Earnest money Rs 7500/-(Rupees Seven Thousand Five Hundred Only)**[carrying no interest] by means of online payment in the e-GP website of Kerala in favour of **University Engineer ,KVASU ,Pookode** and I/We agree that this sum shall be forfeited in the event of the Employer accepting my/our tender and I/We fail to take up the contract when called upon to do so as per clause 3.6.6 and 7 of ITB of the bid document.

I/We further agree for the deduction of 2.5% from the `Interim Payment/RA Bill' and up to a maximum of 2.5%of the contract value towards the Performance Security Deposit', which will be returned as per the relevant clauses in the agreement

I/We will furnish the Performance Guarantee Bond as per the approved format, if our bid is accepted. Bid Security deposited shall be treated as security for the proper fulfillment of the same and shall execute an agreement for the work in the prescribed form. If I/We fails to do this or maintain a specified rate of progress (as specified in the Milestone details of contract data in the bid document),the performance guarantee (both treasury fixed deposit and irrevocable bank Guarantee) and Performance Security Deposit if any deducted from the RA

Bills shall be forfeited to University 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 Bidder to pay the requisite deposit, sign contractor take possession of the work any loss to University due to the same will be recovered from me/us as arrears of revenue, but should it be a saving to University . I/We shall have no claim whatever to the difference.

Recoveries on this or any other account will be made from the s um that may be due to us on this or any or other subsisting contracts or under the Revenue Recovery act or otherwise the University may decide

I/We further agrees that, in the case of becoming the lowest bidder in this tender and in the event of failure on part of me/us to produce any of the original documents, or submit the performance guarantee, or enter into agreement with the first part within the specified time limit, the first part may take appropriate action as provided in the bid document. Recoveries on this or any other account will be made from the sum that may be due to us on this or any or other subsisting contracts or under the Revenue Recovery act or otherwise the University 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 document and forms to which the I/We have agreed and a copy of which is here to be appended which forms the 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 here in agreed to and in which respect the express provisions here in shall supersede those of said tender form.

2) The I/We hereby agreed and undertake to perform and fulfill all the operations and obligations connected with the execution of the said contract work **Supply of Stainless steel furniture for BSL III facility at KVASU,Mannuthy** (hereinafter the name of the work) if awarded in favour of theme/us.)

3) If the Bidder does not come forward and 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 clause of the notice inviting tenders as quoted above, within the period stipulated then the University may rearrange the work otherwise or get it done departmentally at the risk and the cost of the Bidder and the loss so sustained by the University can be realized from the Bidder under the Revenue recovery Act as if arrears of land revenue as assessed quantified and fixed by an adjudicating authority consisting of the Secretary Public works, University Engineer (Admn) or any other officer or officers authorized by University in this behalf, taking in to consideration the prevailing P.W.D rates and after giving due notice to the Bidder. The decision taken by such authority officer or officers shall be final and conclusive and shall be binding on the Bidder.

4) The Bidder further agrees that any amount found due to the University under or by virtue of this agreement shall be recoverable from the Bidder from his EMD and his properties movable and immovable as arrears of L and Revenue under the provision of the Revenue Recovery Act for the time being in force or in any other manner as the University may deem fit in this regard.

5) The Bidder 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 provision 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 claims for interest or for damages what so ever shall be made for the related Settlement of claims of bills.

IN WITNESS THERE OF SRI.....
.....
.(here enter the name of the officers of the Department) for on behalf of the Registrar of KVASU and.....
.....
. .....the
Bidder have set their hand on the day and year first above written Signed by
Sri.....
. .....(officer/ Officers of KVASU)

In the presence of witnesses:
1.
2.

Signed and delivered by Sri .....(Bidder) in the presence of witness
1.
2.