

## FORM OF PRELIMINARY AGREEMENT

(To be executed in Rs. 100/- Kerala Stamp Paper)

Articles of Agreement executed on this the Twenty ninth day of January Two thousand and ten BETWEEN the Director, Rajiv Gandhi Centre for Bio – technology, Poojappura, Thiruvananthapuram (herein after refers to as “RGCB”) of the one part and Shri. ....  
..... (H E name and address of the tenderer) (herein after referred to as “the bounden” of the other part)

WHEREAS in response to the Notification No. 2104/B/RGCB/MINOR/2009 dt. 18-1-2010 the bounden has submitted to RGCB a tender for the **“Construction of two semi permanent sheds for keeping lab and kitchen waste and storing Agricultural equipments in the RGCB Campus”** for RGCB, Poojappura, Thiruvananthapuram” specified therein subject to the terms and conditions contained in the said tender.

WHEREAS the bounden has also deposited with RGCB a sum of Rs. 5,150/- (Rupees Five thousand one hundred and fifty only) as earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by RGCB.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows :

1. In case the tender submitted by the bounden is accepted by RGCB and the contract for **“Construction of two semi permanent sheds for keeping lab and kitchen waste and storing Agricultural equipments in the RGCB Campus”** awarded to the bounden, shall within 20 (Twenty) days of acceptance of his tender execute an agreement with RGCB incorporating all the terms and conditions under which RGCB accepted his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, RGCB shall have power and authority to recover from the bounden any loss or damage caused to RGCB by such breach as may be determined by RGCB by appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.

3. All sums found due to RGCB under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the 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 RGCB may deem fit.

4. In witness where of The Controller of Administration, Rajiv Gandhi Centre for Bio Technology, Poojappura, Thiruvananthapuram and M/s. ....  
the bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Controller of Administration .....

In the presence of witnesses :

1. ....

2. ....

Signed by Shri. .... (date) .....

In the presence of witness :

1. ....

2. ....