

KERALA STATE ELECTRICITY BOARD LIMITED.

(Incorporated under the Indian Companies Act, 1956)

(Registered Office: Vidyuthi Bhavanam, Pattom, Thiruvananthapuram, 695 004)

Electrical Section Kolenchery

**LT Touching clearance work at Valakom Zone under Electrical Section
Kolenchery**

CONDITIONS OF CONTRACT, SPECIFICATIONS & SCHEDULE

TENDER NOTICE NO.TENDER/2024-25/5554/9 Dated
10.01.2025.

Issued to

.....
.....
.....
.....

ASSISTANT ENGINEER
Electrical Section, Kolenchery



KERALA STATE ELECTRICITY BOARD LIMITED

Electrical Section, KSEBL,
Kolenchery, KOCHI - 682311
KERALA

**TENDER NOTICE NO.TENDER/2024-25/5554/9 Dated
10.01.2025.**

**LT Touching clearance work at Valakom Zone under Electrical Section
Kolenchery**

ABSTRACT OF CONTENTS

1. TENDER NOTICE
2. FORM OF TENDER
3. INSTRUCTION TO BIDDERS
4. GENERAL CONDITIONS
5. SPECIAL CONDITIONS
6. TENDER SCHEDULE A& B
7. FORMAT OF BOUNDEN AGREEMENT

ASSISTANT ENGINEER
Electrical Section, Kolenchery

TENDER NOTICE NO.TENDER/2024-25/5554/9 Dated 10.01.2025.

Sealed competitive tenders are invited for the following work by registered /speed post.

1. Name of work : LT Touching clearance work at Valakom Zone under Electrical Section Kolenchery
2. Work Under : Electrical Section, Kolenchery
3. Estimatte PAC : Rs.3,82,913/-
4. Cost of tender form : Rs. 800/- + 18% GST (Payable in cash/DD), Say ₹944/-
5. Earnest money deposit : Rs.9,600/-

(By Demand draft drawn in favour of Assistant Engineer, Electrical Section , Kolenchery payable at SBI, Kolenchery Branch.)

6. Date & Time of issue of Tender form : 10.01.25 11:00 AM to 20.01.25 3:00 PM
7. Last date & time of receipt of sealed tender : 23.01.2025 03:00 PM
8. Date & time for tender opening : 23.01.2025 03:30 PM
9. Work Duration : 365 Days (AMC)
10. Quote Method : Percentage

Conditions

- 1). AMC Part 1 (40%) - To start on 1st February 25 and be completed before 30th March 25.
- 2). AMC Part 2 (30%) - To start on 1st July 25 and be completed before 30th August 25.
- 3). AMC Part 3 (30%) - To start on 1st December 25 and be completed before 30th January 26.

Tender and all communications shall be addressed to : Assistant Engineer (Electrical), Electrical Section, Kolenchery , Ernakulam (Mob : 9496008820)

The tender should be submitted in sealed cover by Registered post / Speed Post /Courier on or before 23.01.2025 03.00 pm . Further details if any and tender form can be obtained from the office of the undersigned during working hours. General terms and condition of tender in KSEBL is applicable to this tender also.

Kolenchery
10.01.2025

ASSISTANT ENGINEER
Electrical Section, Kolenchery

**LT Touching clearance work at Valakom Zone under Electrical Section
Kolenchery**

FORM OF TENDER

(To be filled by the tenderer)

TENDER NOTICE NO.TENDER/2024-25/5554/9 Dated 10.01.2025

To

.....

.....

.....

Sir,

1. Having considered the above Tender enquiry, Schedule and Tender Conditions of contract, I hereby offer to work as described in the Tender Specification and conditions of contract at the rates entered in the attached contract schedule.
2. I hereby undertake to work on contract basis in accordance with the contract conditions.
3. Demand Draft No..... for Rs..... towards Earnest Money Deposit is attached.

Date of submission

Signature

Name and Address of the Tenderer

INSTRUCTION TO BIDDERS

LT Touching clearance work at Valakom Zone under Electrical Section Kolenchery

1. Interested eligible bidders may obtain further information of the work from the office of the Assistant Engineer, Electrical Section Kolencher 682311. Phone-9496008820

2. **ELIGIBILITY REQUIREMENT OF BIDDER**

This invitation of bid is open to firms/ agency, which are reputed, well experienced and having past experience, for affecting the work.

3. **PRICES**

The bidder shall quote the rate for the work in the bid schedule attached.

4. **EARNEST MONEY DEPOSIT**

The bids shall be accompanied by an EMD. The EMD should be furnished in Demand Draft drawn in favour of Assistant Engineer, Electrical Section , Kolenchery payable at SBI, Kolenchery Branch. Cheques will not be accepted. The bids not accompanying with the required EMD as above shall be rejected.

5. **AGREEMENT**

The bidder should send along with his tender an agreement executed and signed on Kerala Govt. Stamp Paper worth Rs.200/- A specimen form of the Agreement is also attached to this bid. Tenders without this agreement will be rejected outright.

6. **PERIOD OF VALIDITY OF BID**

The bid shall remain valid for 6 months after the date of bid opening prescribed by the owner.

7. **OPENING OF BID**

The bids will be opened in the presence of such of the bidders or their authorized representatives, who are present, at **03:30 PM on 23.01.2025** at the office of the Assistant Engineer, Electrical Section Kolenchery

Tender forms will be provided upon written request, and they can also be downloaded from the KSEB website. If the downloaded form is utilized for submitting the tender, the tender form's cost, inclusive of taxes, must be enclosed in the form of a DD drawn in favour of Assistant Engineer, Electrical Section , Kolenchery , in a separate cover along with the tender documents. Please note that tender forms will not be distributed by post.

GENERAL CONDITIONS OF CONTRACT

1. DEFINITION OF TERMS

In the contract (as hereinafter called) the following words and expressions shall have the meaning hereby assigned to them except where the contract otherwise specifies.

- (a) “OWNER” or “BOARD” shall mean KERALA STATE ELECTRICITY BOARD LTD having its office at Vidyuthibhavanam, Pattom, Thiruvananthapuram – 695 004.
- (b) “ENGINEER” shall mean the Assistant Engineer, Electrical Section, Kolenchery.
- (c) “ENGINEER REPRESENTATIVE” shall mean the Assistant Engineer, Electrical Section Kolenchery
- (d) “CONTRACTOR” shall mean the bidder/tenderer whose bid/tender has been accepted by the Board and shall include the bidder’s legal representatives, successors and assignees.
- (e) “CONTRACT” shall mean and include the general conditions, specifications, schedules, sections, form of tender covering letter, guarantees, contract agreement, accepted schedule of prices and any further documents which are agreed to in writing to be the part of the contract.
- (f) “CONTRACT PRICE” shall mean the sum specified in the contract agreement subject to such conditions there of or deductions there from as may be made from time to time under the provisions of contract or by any other agreement in writing between the owner and contractor.
- (g) Experience shall mean successful completion of installation or maintenance works related to 110 kV bay equipment and transformers within the last three years. Evidence such as work orders, completion certificates, or other relevant documentation must be provided.

2. SUBMISSION OF BID

- 2.1 The bidder shall submit the bid in original. The bids shall be forwarded to the undersigned By **Registered post / Speed post/courier service only**. The EMD and the agreement in stamp paper worth Rs.200/- shall be in a sealed cover. The second sealed cover shall contain the original bid. The last date of receipt of sealed bid at the office of the Assistant Engineer, Electrical Section Kolenchery is at **3:00 PM** on 23.01.2025.

The two sealed covers shall be enclosed in a single envelope duly sealed & super scribed with

a) Tender No. **TENDER NOTICE NO. TENDER/2024-25/5554/9 Dated 10.01.2025**

b) Date of opening 23.01.2025 03:30 PM.

(c) Shall bear the words: LT Touching clearance work at Valakom Zone under Electrical Section Kolenchery

The envelope shall be addressed to “ **The Assistant Engineer, Electrical Section Kolenchery, Kochi – 682311. (Mob No.9496008820)**”

The inner envelopes also may be super scribed as above. If the outer envelope is not sealed and marked as required above, the Board will assume no responsibility for the bid’s misplacement or premature opening.

2.2 The envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “Late”.

2.3 Any bid received by the Engineer after the deadline for submission of bids prescribed by the Engineer will be rejected and or returned unopened to the bidder.

3. OPENING OF THE BIDS

The bids will be opened on the date and time indicated in the invitations to bidder, in the presence of bidder’s representatives who choose to attend and in the office of the Assistant Engineer, Electrical Section, Kolenchery, Ernakulam-682311. The Bidder’s representatives attending the same shall sign a register evidencing their attendance.

4. CONTRACTORS RESPONSIBILITES (LIABILITY)

4.1 The contractor shall be solely and exclusively responsible for the work.

4.2 The Engineer will determine whether the bidder is qualified to satisfactorily perform the contract or not and whether the tender is responsive and acceptable or not taking into account the price, quoted by the bidder, technical capabilities etc. It will be based upon the examination of the documentary evidences of the bidder’s qualifications submitted by the bidder, as well as such other information as the Engineer (deems necessary and appropriate) may collect from other sources.

Any affirmative determination will be a pre-requisite for award of contract to the bidder. A negative determination will result in rejection of the bidder’s

tender, in which event; the Engineer will proceed to the next lowest evaluated tender to make a similar determination of the bidder's capabilities to perform satisfactorily.

- 4.3 The Engineer reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Engineer's action.
- 4.4. The final acceptance of the tenders will rest with the Engineer, who does not bind himself to accept the lowest or any tender without assigning any reason whatsoever.

5. AWARD CRITERIA AND SIGNING OF CONTRACT

- 5.1 Subject to Clause 4.3 the Engineer will award the contract to the successful bidder whose bid has been determined to be substantially responsive and at the same time notify the successful bidder that his bid has been accepted.
- 5.2 Within 7 days of receipt of acceptance, the successful bidder shall execute an agreement with the Board for the proper and satisfactory work.

6. SECURITY DEPOSIT

The successful bidder shall furnish the performance security deposit of **5% of the value of contract price by way of DD in favour of Assistant Engineer, Electrical Section , Kolenchery payable at SBI, Kolenchery Branch or by on line transfer**, which shall be kept valid throughout the period of contract along with the agreement. The SD will be refund only after successful completion of the contract.

7. CONTRACT PRICE

The prices shall remain FIRM for the entire duration of the contract and will not be subject to variation. The price quoted shall be exclusive of all types of taxes and duties such as

GST, Income tax and also all other levies, fees etc. to be paid as per statutory requirements.

8. All the conditions prevail in KSE Board regarding contract for supply are applicable to this Contract also.

9. Payments will be made only after required checking and auditing. The amount of a bill will be arrived at based on the measured quantity for each item of supply and as per the agreed rates.

No work will be paid unless it is fully in accordance with the specifications and satisfaction of Engineer-in-charge. If by inadvertence, any bad work, incomplete work or unsatisfactory work happened to be passed and paid for, the Engineer-in-charge shall have the right to recover the amounts so made at any time.

If any amount due to the contractor by virtue of this contract, but not claimed for payment for three months from the date on which it falls due, the same will be placed on the deposit account and if it remain unclaimed for three years, the contractor shall have no claim on such amount and will be finally credited to the account of the Board.

9.1 Preparation and Payment of Bills

Final payments shall be made only when the Engineer-in-charge has given a certificate of completion of supply. Final measurements will be made on the completion of the work and payment will be given to the contractor on the basis of final measurements so taken, after adjustment of all outstanding recoveries and all amounts due to the Board as per the terms of the agreement. Payment of final bill will not be considered as a conclusive evidence for the sufficiency of any supply or material or correctness of measurements to which it relates and it shall not relieve the contractor from his liabilities arising from any defects.

9.2 Due Date of Payment

The agreement authority shall make earnest effort to make payments within 30 days from the date of submission of invoice / bill in full particulars in the prescribed form/format, by the contractor. Any delay in making payment due to any reasons shall not be a cause to the contractor for raising any claims for interest or other claims and shall not affect the supply in anyway.

9.3 Delayed Payment due to Dispute

No claim for interest or damages will be entertained by the Board with respect to any money or balance which may be lying with the Board owing to any dispute, difference or misunderstandings between the Engineer-in-charge on the one hand and the contractor on the other hand or with respect to any delay on the part of the Engineer - in - charge in making periodic or final payment of any respect whatsoever, and the Board shall not be liable to pay any interest or damages or loss to the contractor.

9.4 Bill Auditing

The measurements, account of materials and all relevant documents with respect to the part bill or final bill shall be subject to checking, scrutiny and auditing by the Engineer-in-charge and auditing by the Resident Concurrent Audit Officer of the Board or such other audit Officers authorised by the Board. The payment will be effected on completion of all such process.

9.5 Interim / Pre-payments

No interim/ pre-payments will be made in respect of individual bill before passing of the bill.

9.6 Payment Authority

The Executive Engineer, Electrical Division, Tripunithura is the payment authority

9.7 General Conditions and Instructions to the Contractors prevailing in KSE Board is also applicable to this contract also.

10. NEGLIGENCE & TERMINATION OF CONTRACT

If the contractor shall neglect to execute the supply with due diligence and expedition or shall refuse or neglect to comply with any reasonable order given to him in writing by the Engineer in charge in connection with the supply, or shall contravene the provision of the contract, the Engineer-in-charge may give seven days' notice in writing to the contractor, to make good failure, neglect or contravention complained or and should the contractor fail to comply with the notice within reasonable time from the date of service thereof, in the case of failure, neglect or contravention capable of being made good within that time then and in such case, the Engineer-in-charge shall be at liberty to employ other person /agencies and forthwith perform such supply as the contractor may have neglected to do or if the Engineer-in-charge shall think fit, it shall be lawful for him to take the supply wholly or in part out of the contractor's hand and re-contract at a reasonable price with any other person/agencies for the purpose of effecting the supply or any part thereof, and the Board shall be entitled to retain and apply any balance which may otherwise be due on the contractor by them to the contractor or such part thereof as may be necessary to the payment of the cost of executing such supply as aforesaid.

11. BOARDS RIGHT TO EXECUTE THE WORK

The Board reserves the right to execute any portion of the contract either themselves or otherwise without assigning any reasons thereof and in such an event the contractor will have no claim for any compensation whatsoever. In case when the supply is supplemented or arranged otherwise due to default on the part of the contractor, the provisions under termination of contract shall apply.

12. EXTENSION OF CONTRACT

The Board reserves the right to extend the period of contract if it seems fit under the same existing terms and conditions and the contractor should agree the same.

13. No other facility of KSE Board will be provided at any circumstances to the contractor.

14. DAMAGE TO BOARD'S PROPERTY

None of Board's properties shall be damaged by the contractor under any circumstances.

15. LIQUIDATED DAMAGES

If the contractor fails to perform the contract within the time fixed under the contract or any extension sanctioned thereof, the contractor shall be liable to pay 0.5% of the contract price for each week or part of a week of such delay to compensate for the delay in the commercial use of the equipment. Such damages shall not in any case exceed 5 % of the contract price. For the calculation of liquidated damages, the date of delivery will be taken as the date of arrival of the equipment at site.

16. JURISDICTION

Only courts situated at the Head Quarters of the Board will have jurisdiction to entertain civil suits arising out of or on the application of this contract.

17. LOCAL LAWS:

All local laws in force at the time of entering into the contract and those enacted thereafter shall be binding on the Contractor and he shall abide by the same. The Contractor shall also be liable to all relevant provisions of the Indian Income-Tax Law, which may be applicable to him.

18. FORCE MAJEURE

A force majeure is herein defined as any cause which is beyond the control of the Contractor or K.S.E. Board and include the following: -

Act of God, war, preparation of war, intervention of Naval or Military Executives or other agencies of Government or occasioned by failure or refusal thereof to issue necessary approvals, arrests and restraints of rulers and people blockade, sabotage, vandalism, insurrection, landslides, floods, earthquakes, collisions and fire.

19. PERIOD OF CONTRACT

From the date of the agreement the work expected to be completed within **365 Days (AMC)**

AMC Part I- To start on 01.02.2025 and to be completed before 30.03.2025

AMC Part II-To start on 01.07.2025 and to be completed before 30.08.2025

AMC Part III-To start on 01.12.2025 and to be completed before 30.01.2026 .

20. RELEASE OF SECURITY DEPOSIT

The security deposit shall, subject to the conditions specified therein be returned to the contractor soon after the satisfactory receipt of the material and execution of the performance guarantee, but in the event of any dispute arising between the Board and the contractor, the Board shall be entitled to deduct out of the deposit or the balance thereof until such dispute is determined, the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum, which may be due at any time from the Board to the contractor.

21. ACCEPTANCE OF SECURITY CHECK

During entry for a visit or work, a security check will be conducted at the gate. At that time, all items intended for return should be clearly mentioned in the register, specifying their return status. Additionally, each person should possess an authorized identity card.

22. OTHER IMPORTANT MATTERS

- No alterations shall be made in the Tender Form or the Schedule or the specifications annexed hereto except filling in the tender forms and schedules.
- Any attempt on the part of the tenderer or their agents to influence the Board in their favour and personal canvassing will disqualify the tenderers
- Offers with firm prices alone will be accepted.

Final acceptance of the tenders rests with the Assistant Engineer, Electrical Section, Kolenchery, who does not bind himself to accept the lowest or any other tender. The Assistant Engineer, Electrical Section, Kolenchery, also reserves the right to accept the tenders either in full or in part of it. The tenderers on their part must be prepared to carry out such part of the contract as may be allotted to them. The Board will not be responsible for any expense or loss that may be incurred by the tenderer.

**ASSISTANT ENGINEER
Electrical Section, Kolenchery**

SPECIAL CONDITIONS OF CONTRACT

1. The rate quoted shall be firm. Taxes if any may be indicated separately. No representation for enhancement of rates once accepted will be considered.
2. The work shall not be sublet to another firm or person without the written consent of the under signed.
3. Past performance if any also will be considered for evaluating the tender
4. The undersigned reserves the right to reject any or all of the tenders without assigning any reasons and to arrange the supply separately.
5. The successful bidder has to execute an agreement in Kerala stamp paper worth 0.1% of quoted amount including GST (minimum of Rs.200) and furnish a security deposit of 5% of the contract amount.
6. The Security Deposit will be released only after the successful completion of the contract.
7. The details of work of the material can be had from this office during working hours.
8. The work shall be effected within 4 days from the date of receipt of the agreement.
9. No chemicals are allowed for performing this work in any manner.

ASSISTANT ENGINEER
Electrical Section, Kolenchery

SCHEDULE –A					
Sl. No	Qty	Description of work	Unit	Rate	Amt
1	67.328	Clearing touchings on LT lines, cutting branches of trees, bamboo clusters, coconut cudjans etc.as specified by dept.(Rural/Remote) – AMC-Part I-40%	km	2274.91	153165.14
2	67.328	Clearing touchings on LT lines, cutting branches of trees, bamboo clusters, coconut cudjans etc.as specified by dept.(Rural/Remote) – AMC-Part II-30%	km	1706.18	114873.69
3	67.328	Clearing touchings on LT lines, cutting branches of trees, bamboo clusters, coconut cudjans etc.as specified by dept.(Rural/Remote) – AMC-Part III-30%	km	1706.18	114873.69
Total Amount				382913	

AMC Part I- To start on 01.02.2025 and to be completed before 30.03.2025

AMC Part II-To start on 01.07.2025 and to be completed before 30.08.2025

AMC Part III-To start on 01.12.2025 and to be completed before 30.01.2026 .

SCHEDULE B

TOTAL PROBABLE AMOUNT OF CONTRACT ₹. 3,82,913/-

Cost of departmental materials Nil

NET PROBABLE AMOUNT OF CONTRACT ₹. 3,82,913/-

((Applicable GST extra)

Rounded to ₹. 3,82,913/--

ASSISTANT ENGINEER
Electrical Section, Kolenchery

QUOTED RATE OF TENDERER

I/We agree to undertake to execute the work at:

- 1. At estimate rate
- 2. % above estimate rate
- 3. % below estimate rate

Name and address of the Contractor

.....
.....
.....

GST Registration Declaration

- GST Registered, GST Registration No:
-

GST Non-Registered

Signature of the contractor

GENERAL

The contract envisaged: LT Touching clearance work at Valakom Zone under
Electrical Section Kolenchery

1. The contractor shall make necessary through study about the work required in the referred site and the availability of materials required for the work.
2. The contract is in percentage basis and the tenderer may quote his rate in % above or below the estimate rate.
3. All the works covered in this tender shall be completed within the specified duration of 365 days from the date of agreement, as per the following schedule:
 - **AMC Part I: To commence on 01.02.2025 and be completed by 30.03.2025.**
 - **AMC Part II: To commence on 01.07.2025 and be completed by 30.08.2025.**
 - **AMC Part III: To commence on 01.12.2025 and be completed by 30.01.2026.**

All other conditions are the same those prevalent in the KSE Board Limited regarding contract work is applicable in this contract also.

4. G.S.T on works contract will be recovered from the bills of contractors at source at the rate existing from time to time and remitted to sales Tax departments. The Board shall not take any liability to pay ST on works contract or any other taxes which the contractor is required to pay under the statute.
5. All touching related tree branches and related unwanted / waste items to be removed same day and to be in won cost.
6. A minimum horizontal and vertical clearance must be maintained between tree branches and LT lines after each clearance work, as per the regulations and guidelines of the CEA (Measures Relating to Safety and Electric Supply) Regulations, 2010.
7. After the clearance work involving tree branches and vegetation, any parts (branches, vegetation, etc.) that fall to the ground must be cleaned up on the same day at the contractor's own cost and risk.

ASSISTANT ENGINEER
Electrical Section, Kolenchery

SPECIAL NOTE TO THE TENDERERS

1. The tenderer is requested to note that the entries in ink/correction effected in the tender document are to be attested with full signature of the tenderer before submitting the tender.
2. Special attention of the tenderers is invited in filling up the agreement form in Rs.200/- Kerala Stamp paper (specimen copy is available in the printed booklet (Ist section-B) which is to be attached along with the tenders. Section-A (Tender form) Section-C (Declaration by the tendered) Section-A (Nomination) available in the printed booklet should be filled-up by the tenderer while submitting the tender. Care should be taken to see that all information such as name and addresses of all concerned with their signature are furnished, failing which it is likely that the tender as a whole may be rejected without assigning any reason therefore.
3. Wherever the words “Chief Engineer, Transmission South/Deputy Chief Engineer Transmission Circle” appears in the general conditions of contract and instructions to tenders shall mean the Engineer-in-charge of the work.
4. The technical specification and schedules (types) should be read in connection with the printed general conditions of contract and instructions to the tenderers and wherever there are conflict of expressions or meaning, the conditions in the former typed document shall prevail, if there is conflicts of expressions between the technical specifications and schedule the details in the schedules shall be followed.
5. 2% Income Tax on the total value of work done & 3% of Income Tax as Education cess will be recovered from each bill.
 - (a) While making payment to the contractors 1% (one percent) of the bill amount excluding value of departmental materials supplied will be recovered towards the Kerala Construction Workers Welfare Board
 - (b) Sales tax will be recovered from the bill amount as per the present rules.

- (c) The men, machinery, equipment and other valuable materials of the contractors at work site shall be insured by them, so that loss or damages due to the “Act of God” etc., can be taken up by the contractors with the Insurance companies for getting their claims. The Board will not give any financial assistance on this account.

The tenderer/contractor must clearly understand that the settlement of claim either by part bills or by final bill 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 Head of account in which the work is sanctioned and arranged and also subject to the seniority of such bills, No claim for interest or for damages what so ever shall be made for the belated settlement of claims of bills. No such claims shall be admitted.

Signature:

Name & address

ASSISTANT ENGINEER

Electrical Section, Kolenchery

SECTION-B

Agreement to Accompany in Kerala Stamp paper to the value of Rs.200/-along with the Bid

Articles of agreement executed on this
the _____

day of _____ two
thousand _____

Between the Kerala State Electricity Board acting
through _____

(here enter the designation of Officer who has invited this tender) hereinafter referred
to as “The Board”) of the one part and Sri _____ (here enter name and
address of the tenderer)

(Hereinafter referred to as “the bounden”) of the other part.

WHEREAS in response to the invitation for tenders as per
Notification No _____ dated _____

_____ and subsequent amendments there to the bounden has
submitted to the terms and conditions contained in the said tender documents.

WHEREAS the bounden has also deposited with the Board a sum of
Rs _____ furnished a Bank

Guarantee for a sum of Rs _____ as earnest money for
execution of an agreement undertaking the due fulfillment of the contract in case his
tender is accepted by the Board.

NOW THESE PRESENTS WITNESS AND IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

6. In case the tender submitted by the bounden is accepted by the Board with or without modifications and the Contract for_____is awarded to the bounden, the bounden shall within_____days of acceptance of this tender execute an agreement with the Board incorporating all the terms and conditions under which the Board accepts his tender.
7. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract the Board shall have power and authority to recover from the bounden any loss or damages caused to the Board by such breach as may be determined by the Board, appropriating the moneys inclusive of earnest money deposit or/any kind of security furnished by the bounden and if the money or security is found to be inadequate, the deficit amount may be recovered from the bounden and his properties movable and
8. Immovable and also in the manner hereinafter contained. The bounden will have no claim or right over the moneys and or securities and earnest money appropriated by the Board and those moneys or/and securities shall belong to the Board.
9. All sums found due to the Board under are 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 those such sums are arrears of land revenue and also in such other manner as the Board may deem fit.

In witness where of Sri _____ (here enter name and designation) for and on behalf of Board and Sri _____

_____ the bounden have here unto set their names the day and year shown against their respective signatures.

Signed by Sri _____

(Date)

In the presence of witness:

- 1.
- 2.

Signed by Sri _____(Date)

In the presence of witness:

- 1.
- 2.