FORM OF BOUNDEN AGREEMENT

Articles of Agreement executed on this . . . . day of . . . . Two Thousand and Twenty One Between the KERALA CRICKET ASSOCIATION acting through the Secretary, Kerala Cricket Association, K.C.A Complex, T.C-24/131(1), Sasthamkovil Road, Thycad, Thiruvananthapuram, 695014 , hereinafter referred to as 'the KCA' of the One Part And Sri/Smt . . . .………………... (Name and address of the Tenderer), hereinafter referred to as 'the Bounden' of the Other Part.

Contractor

WHEREAS in respect of the invitation for tenders, contained in Notification **No………………… /2023-24 / dated……………..** inviting tenders, the Bounden has submitted to the KCA a Tender for the work **"Construction of State Academy Block and allied works over the ongoing project of Pavilion building at Mangalapuram Cricket Stadium, Thiruvananthapuram."** specified therein subject to the terms and conditions contained in the said Tender.

AND WHEREAS the Bounden has also deposited with the KCA a sum of . . . .

. . . . as Earnest Money for execution of an Agreement undertaking the due

 fulfillment of the contract in case his Tender is accepted by the KCA.

Contractor

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

1. In case the Tender submitted by the Bounden is accepted by the KCA and the Contract for **"Construction of State Academy Block and allied works over the ongoing project of Pavilion building at Mangalapuram Cricket Stadium, Thiruvananthapuram"** is awarded to the Bounden, the Bounden shall within7 days of acceptance of his Tender, execute an Agreement with the KCA incorporating all the terms and conditions under which the KCA accepts his Tender.

2. In case the Bounden fails to execute the Agreement aforesaid incorporating the terms and conditions governing the contract, the KCA shall have power and authority to recover from the Bounden any loss or damage caused to the KCA by such breach as may be determined by the KCA, 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, and also in the manner hereinafter contained.

3. All sums found due to the KCA, under or by virtue of this agreement shall be recoverable from the Bounden and his properties, movable and immovable, under the provisions of the PREVAILING LAW for the time being in force and also in such other manner as the KCA may deem fit.

IN WITNESS WHEREOF Shri . . . ., Secretary, Kerala Cricket Association, K.C.A Complex, T.C-24/131(1), Sasthamkovil Road, Thycad, Thiruvananthapuram, 695014   for and on behalf of the KCA and Shri . . . . the Bounden have hereunto set their hands the day and year shown against their respective signature.

Signed by Shri . . . .

In the presence of witness

1.

2.

(Date)

Signed by Shri . . . .

In the presence of witness

1.

2.