**Agreement**

Articles of agreement executed on this the ............................. day of .......................... (month) ..........................(year) BETWEEN the Principal, College of Engineering (hereinafter referred to as “The Principal”) of the one part and Sri. .............................................................................................................. (H.E. name and address of the tenderer) (hereinafter referred to as “The Bounden”) of the other part.

WHEREAS in response to the Notification No. .................... dated ........................ the Bounden has submitted to the Principal a Tender for the ............................................... Specified therein subject to the terms and conditions contained in the said Tender.

WHEREAS the Bounden has also deposited with the Institution 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 Principal

. 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 Principal and the contractor for ....................................... is awarded to the Bounden, the Bounden shall within ........................... days of acceptance of his tender execute an agreement with the Principal incorporating all the terms and conditions under which the Principal accepts his Tender.

2. In case the Bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the Principal shall have power and authority to recover from the Bounden any loss or damage caused to the Principal by such breach as may be determined by the Principal 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 the Principal 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 the Principal may deem fit.

In witness whereof Sri. .......................................................................................................... (H.E. name and designation) for and on behalf of the Principal and Sri. ................................ ................................. the Bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Sri. ..................................................................................... (date) ........................ In the presence of witnesses:

1. ..........................................................

2. .........................................................

Signed by Sri. ..................................................................................... (date) ........................

In the presence of witnesses: 1. ..........................................................

2. ..........................................................

Superscription: **Tender No. D-629/2022, Supply of SDR, 5 KVA UPS and Upgradation of 30 Nos.**

**of Desktop Computers.**

Due date and time for receipt of tender : 10.11.2023 at 2.00 P M

Date and time for opening of tender : 10.11.2023 at 3.00 P M

Date up to which the rates are to be firm : 3 Month

Price of tender form : Rs. 1,180/-

Address of officer from whom tender

forms are to be obtained and to

whom tenders are to be sent : Principal, College of Engineering, Thalassery

Eranholi PO – 670107, Kannur District.

Tender form Cost : Rs. 1,180/- (including 18% GST)

(Name & Designation of Purchasing Officer)

The Principal,

College of Engineering, Thalassery,

Eranholi (PO)- 670107, Kannur (Dist.), Kerala.

Whether sample essential Period within which goods should be delivered Rates should be quoted for delivery Other special conditions

**SCHEDULE OF MATERIALS**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **SL NO** | **Specifications** | **Quantity** | **Unit** | **Rate** | | **Total** | |  |
| **Rs ps** | | **Rs ps** | | **Remarks** |
| 1 | 2 | 3 | 4 | 5 | | 6 | | 7 |
|  |  |  |  |  |  |  |  |  |

Whether sample essential :

Period within which goods should be delivered :

Rates should be quoted for delivery :