

## INVITATION FOR QUOTATION

CEK/TEQIP-II/F F/76/2018

11-Sep-2018

### Sub: Invitation for Quotations for supply of Goods

Dear Sir,

1. You are invited to submit your most competitive quotation for the following goods with item wise detailed specifications given at Annexure I,

Sr. No	Brief Description	Quantity	Delivery Period(In days)	Place of Delivery	Installation Requirement (if any)
1	Core Switch (L3 Switch)	1	45	College of Engineering Kidangoor	Yes
2	L2 Switches	6	45	College of Engineering Kidangoor	yes
3	Network Port (Maintenance of faulty ports are required and can be charged for the installation of actuals.)	75	45	College of Engineering Kidangoor	yes
4	Patch Panel (24 Port)	1	45	College of Engineering Kidangoor	yes
5	Fiber Modules	6	45	College of Engineering Kidangoor	yes

2. Government of India has received a credit from the International Development Association (IDA) towards the cost of the **Technical Education Quality Improvement Programme[TEQIP]-Phase II** Project and intends to apply part of the proceeds of this credit to eligible payments under the contract for which this invitation for quotations is issued.
3. Quotation (to be submitted as per the format given in Annexure II)
  - 3.1 The contract shall be for the full quantity as described above.
  - 3.2 Corrections, if any, shall be made by crossing out, initialing, dating and re writing.
  - 3.3 All duties and other levies payable by the supplier under the contract shall be included in the unit price.
  - 3.4 Applicable taxes shall be quoted separately for all items.
  - 3.5 The prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
  - 3.6 The Prices should be quoted in Indian Rupees only.
4. Each bidder shall submit only one quotation.
5. Quotation shall remain valid for a period not less than **45** days after the last date of quotation submission.
6. Evaluation of Quotations,  
The Purchaser will evaluate and compare the quotations determined to be substantially responsive i.e. which
  - 6.1 are properly signed ; and
  - 6.2 confirm to the terms and conditions, and specifications.
7. The Quotations would be evaluated for all items together.
8. Award of contract:  
The Purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price.
  - 8.1 Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

- 8.2 The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the purchase order.
9. Payment shall be made in Indian Rupees as follows:
- Delivery and Installation - 0% of total cost**
- Satisfactory Acceptance - 100% of total cost**
10. All supplied items are under warranty of **60** months from the date of successful acceptance of items.
11. You are requested to provide your offer latest by **14:00** hours on **25-Sep-2018** .
12. Detailed specifications of the items are at Annexure I.
13. Training Clause (if any) **required**
14. Testing/Installation Clause (if any) **Installation required**
15. Information brochures/ Product catalogue, if any must be accompanied with the quotation clearly indicating the model quoted for.
16. Sealed quotation to be submitted/ delivered at the address mentioned below,  
OFFICE OF TEQIP, COLLEGE OF ENGINEERING KIDANGOOR, KIDANGOOR SOUTH P.O, KOTTAYAM - 686  
583, KERALA, INDIA.
17. We look forward to receiving your quotation and thank you for your interest in this project.

(Authorized Signatory)

Name & Designation

## FORM OF TENDER

From

To

Sir,

I/We hereby tender to supply, under the annexed general conditions of contract; the whole of the articles referred to and described in the attached specification and schedule, or any portion thereof, as may be decided by College of Engineering Kidangoor, at the rates quoted against each item. The articles will be delivered within the time and at the places specified in the schedule.

\*I/We am/are remitting/have separately remitted the required amount of ` .....  
(Rupees ..... only) as earnest money.

Yours faithfully

Signature .....

Address... ..

Date:

\*(To be scored in cases where no earnest money deposit is furnished)

## GENERAL CONDITIONS OF CONTRACT

**1. Introduction:** The terms and conditions given below shall form a part of the accompanying detailed technical specifications. The contract to be entered into shall be governed by these conditions and amendments thereto, if any.

### **2. Definitions**

- **College:** Means (“College of Engineering Kidangoor, Kidangoor (S) P O. Kottayam ”) which shall include the Principal of the College, duly authorized to act and sign on behalf of the college.
- **Principal:** Means the Principal of the College of Engineering Kidangoor. All letters & other communications sent to the College in connection with the contract shall be addressed to the Principal.
- **Site:** College of Engineering Kidangoor
- **Tenderer/Supplier/Contractor:** Means the person or firm who is submitting the proposal/ tender.

**3. Tender form:** Tender should be submitted through post or courier in the prescribed form in sealed covers super scribing “ Purchase of Network Switches at College of Engineering Kidangoor ”against tender notification No. CEK/TEQIP/FF/76/2018 so as to reach the PRINCIPAL, COLLEGE OF ENGINEERING KIDANGOOR on or before the last date & time as indicated in the tender notice. No tender received after the due date and time will be accepted on any reason.

The tender should be submitted in Original. All the pages in the tender shall be fully signed by an authorized signatory of the company/firm making the tender and stamped with company/firm seal. Relevant authority of the signatories should be attached with the tender.

The quoted rate shall be valid for minimum 45 days from the date of tender opening.

**4. Earnest Money Deposit (EMD):** The tender should be accompanied by an EMD for an amount 3775 /- in the form of DD pledged in favour of the Principal, College of Engineering Kidangoor. The tenders not accompanied by the requisite EMD will not be considered. The EMD of unsuccessful tenderers will be returned as soon as the formalities are completed. No interest will be payable on the EMD.

**Contractor**

**PRINCIPAL**

If the successful tenderer fails to give Security Deposit within one week after the date of the work order or within a reasonable time as agreed by the College, his EMD will be forfeited. The EMD submitted by tenderers are liable to be forfeited in case the tenderer withdraws his tender or enhances the prices during the validity period.

**5. Acceptance:** The authority for the acceptance of the tender rests exclusively with the Principal. The Principal does not undertake to accept the lowest or any particular tender or to assign any reason for the rejection of any tender.

**6. Agreement:** The successful tenderer shall execute an agreement with the Principal in stamp paper worth Rs 200/- for the proper fulfillment of the contract as per the proforma attached with work order /supply order. The accepted tender with all the enclosed schedules, copy of tender notice, conditions of contract and technical specifications, letter of award shall form part of this agreement. The cost of all stamp papers for executing the agreement and legal expenses incident thereto shall be borne by the successful bidder. Agreement format is given in Annexure III.

**7.** The contractor shall not assign/sublet to any person or persons the execution of the work any part thereof without the consent of the College/CAPE who shall have absolute power to refuse such consent and or to cancel the contract at any time if not satisfied with the manner in which contract is being executed.

**8.** In case the tenderer/supplier fails to execute the work within the time provided the contractor commits any breach of the contract, it shall be lawful to arrange the contract at the risk and cost of the contractor.

**9.** No representation of enhancement of rates once accepted will be considered.

**10.** The College reserves the right to cancel the work order in part or in full by giving one week advance notice by registered post if the contractor fails to comply with any of the terms of the contract, the contractor becomes bankrupt or goes into liquidation of the creditor, any receiver is appointed for the property owned by the supplier.

**11. Guarantee:** The contractor is bound to rectify the defects which may occur within the guarantee period.

**12. Dispute:** All disputes regarding this tender shall be settled by a process of mutual negotiation.

**CONTRACTOR**

**PRINCIPAL**

**13. Bank Guarantee:** The successful tenderer shall, within a week from the date of intimation of the acceptance of his/their tender, submit a bank guarantee for an amount equivalent to 5 % of the value of the contract for the faithful performance of the contract and for guaranteeing the performance of the equipment in the form of bank guarantee/ FD Receipt lien to PRINCIPAL College of Engineering Kidangoor, for a duration equivalent to guarantee period. This bank guarantee/ FD Receipt will be returned after the guarantee period.

**14. Acceptance of Terms & Conditions:** The contractor must confirm their acceptance of the terms and conditions mentioned herein above.

**CONTRACTOR**

**PRINCIPAL**

## Annexure I

### Invitation for quotation for supply of goods

Specifications and Schedule:

### Specification Match Report for L3 Switch

Features	Technical specification	Compliance YES /NO
General Features	The Switch Should have Minimum 24 Port 10/100/1000 Mbps Base-T and 2 ten Gigabit uplink ports (SFP+). Should be populated with modules for Redundant 10G Uplink to Core switch	
	Switch should have inbuilt or external redundant Power Supply Units (PSUs) from day one	
	Switch should support stacking / Virtual Chassis. Required modules and cables to supplied along with switch	
	The Switch should support non-blocking architecture with minimum forwarding bandwidth of 128 Gbps and 95 mpps of forwarding rate (64-byte packets)	
	The Offered switch should have sufficient Flash memory and a minimum of 512 MB DRAM	
Layer 3 Switching features	Static Routing/ Layer 3 switching between VLAN's. Should support classless inter domain routing (CIDR).	
	IPv4 routing should support up to 7000 static routes and up to 256 IP interfaces.	
Layer 2 Switching features	Switch should support Standard 802.1d Spanning Tree support, Fast convergence using 802.1w (Rapid Spanning Tree [RSTP]), enabled by default 8 instances are supported, Multiple Spanning Tree instances using 802.1s (MSTP)	
	Switch should support for IEEE 802.3ad Link Aggregation Control Protocol (LACP), Up to 8 groups, Up to 8 ports per group with 16 candidate ports for each (dynamic) 802.3ad link aggregation	
	Switches should support for up to 4096 VLANs simultaneously, Port-based and 802.1Q tag-based VLANs, MAC-based VLAN, Management VLAN, Private VLAN Edge (PVE), Guest VLAN, Unauthenticated VLAN, Dynamic VLAN assignment via Radius server along with 802.1x client authentication and CPE VLAN	



	<p>Switch should support Guest VLAN, Voice VLAN,GVRP/GARP.. Support Dynamic Host Configuration Protocol (DHCP) Relay at Layer 2 with option 82, Internet Group Management Protocol (IGMP) versions1,2 and 3 snooping and 256 multicast groups.</p> <p>The Offered switch should be able to support source based multicasting and storm control for Broadcast, multicast, and unknown unicast.</p> <p>The offered switch should support Head-of-line (HOL) blocking prevention, DoS attack prevention.</p>	
Security Features	<p>The Switch must have IEEE 802.1X: RADIUS,TACACS authentication, Support for time-based 802.1X, and Dynamic VLAN assignment.</p> <p>The Offered Switch should support port security.</p> <p>The Switch should support Access Control List features based on: source and destination MAC, VLAN ID, IP address , Protocol, Port grouping, Differentiated services code point (DSCP)/IP Precedence, TCP/UDP source and destination ports and 802.1p priority</p>	
Quality of Services features	<p>The offered switch should support Priority levels with 4 hardware queues.</p> <p>should support scheduling using Strict priority and weighted round-robin should support scheduling using Strict priority and weighted round-robin (WRR) and Queue assignment based on DSCP and class of service (802.1p/CoS)</p> <p>The Switch should support Class of service based on: Port based, 802.1p VLAN priority, Ipv4/v6 IP precedence/type of service (ToS)/DSCP, Differentiated services (DiffServ)</p> <p>The Switch should support rate limiting using Ingress policer; egress shaping and rate control; per VLAN, per port, and flow based.</p>	
IPv6 features	<p>IPv6 host mode, IPv6 over Ethernet, Dual IPv6/IPv4 stack, IPv6 neighbour and router discovery (ND), IPv6 stateless address auto-configuration, Path maximum transmission unit (MTU) discovery, Duplicate address detection (DAD), ICMP version 6</p> <p>The switch should have support for IPv6 application such as Web/SSL, Telnet server/SSH, ping, trace route, Simple Network Time Protocol (SNTP), Trivial File Transfer Protocol TFTP), SNMP, RADIUS, syslog, DNS client, protocol-based VLANs.</p>	

Management features	The offered switch should have Built-in web based switch configuration utility of easy browser-based device configuration (HTTP/HTTPS), system dashboard, system maintenance, and monitoring.	
	The Switch should support SNMP version 1, 2c and 3 with support for traps, and SNMP version 3 user-based security model (USM)	
	The Switch should support remote monitoring with Embedded RMON software agent with support of 4 RMON groups (history, statistics, alarms ,and events) for enhanced traffic management monitoring, and analysis.	
	Should support firmware upgrade using web, TFTP and console as well.	
	Switch should support Dual images for resilient firmware upgrades.	
	The Switch should support port mirroring and Vlan mirroring feature for analysis with a network analyser or RMON probe. SPAN and RSPAN	
	Discovery protocols: Bonjour, LLDP, CDP	
<b>Warranty</b>	Support for 5 year Hardware Warranty, Software Upgrades and Troubleshooting Access based support directly from the respective switch manufacturer has to be provided from day one.	
<b>MAF</b>	Required	
Fiber Modules	Matching Fiber Modules must be provided (Single Core).	

## Specification Match Report for L2 Switch

Features	Technical specification	Compliance YES /NO
<b>General</b>	The Switch Should have Minimum 24 Port 10/100/1000 Mbps Base T , 2SFP ports and 2 port Gigabit Ethernet combo (RJ45 + SFP) ports	
	The Switch should support non-blocking architecture with minimum switching capacity of 56 Gbps	
	The Offered switch should support minimum 41.67 mpps of forwarding rate (64-byte packets)	
	The switch should be fan less model with Mean time between failure 367,209 hrs	
	The Offered switch should have 32 MB flash and 256 MB CPU memory	

<b>Layer 2 Switching features</b>	Switch should support Standard 802.1d Spanning Tree support Fast convergence using 802.1w (Rapid Spanning Tree [RSTP]), enabled by default 8 instances Multiple Spanning Tree instances using 802.1s (MSTP)	
	Switch should support for IEEE 802.3ad Link Aggregation Control Protocol (LACP), Up to 8 groups, Up to 8 ports per group with 16 candidate ports for each (dynamic) 802.3ad link aggregation	
	Switches should support for up to 4096 VLANs simultaneously, Port-based and 802.1Q tag-based VLANs, MAC-based VLAN, Management VLAN Private VLAN Edge (PVE), Guest VLAN, Unauthenticated VLAN, Dynamic VLAN assignment via Radius server along with 802.1x client authentication and CPE VLAN	
	Switch should support Guest VLAN, Voice VLAN, GVRP/GARP, DHCP Relay at Layer 2 with option 82, IGMP versions 1, 2 and 3 snooping and 256 multicast groups.	
	The Offered switch should be able to support source based multicasting.	
	The offered switch should support Head-of-line (HOL) blocking prevention.	
<b>Layer 3 Switching features</b>	Should support Wirespeed routing of IPv4 packets, support Up to 512 static routes and up to 128 IP interfaces	
	Should Support for CIDR	
	Should support Configuration of Layer 3 interface on physical port, LAG, VLAN interface, or loopback interface	
	Switch should functions as an IPv4 DHCP server serving IP addresses for multiple DHCP pools/scopes & Support for DHCP options	
	Should Support UDP	
<b>Security features</b>	Should Support SSH protocols & SSL Support	
	The Switch must have IEEE 802.1X: RADIUS authentication and accounting, Single/multiple host mode, Single/multiple sessions Support for time-based 802.1X, and Dynamic VLAN assignment	
	Switch Should Support Web based authentication,	
	The Switch should support DHCP Snooping, STP rootguard, STP BPDU	
	The switch should have DOS prevention & Storm Control	
	Switch should support Secure Core technology	
	Switch should support IP/MAC/Port Binding (IPMB) & Dynamic ARP Inspection	
	should support RADIUS and TACACS authentication	
The Switch should support ACL's up to 512 rules		
<b>Quality of Services features</b>	The offered switch should support Priority levels with 8 hardware queues.	

	<p>The Switch should support scheduling using Strict priority and weighted round-robin (WRR) and Queue assignment based on DSCP and class of service (802.1p/CoS)</p> <p>The Switch should be capable of supporting Class of service based on following:-Port based; 802.1p VLAN priority based; IPv4/v6 IP precedence/type of service (ToS)/DSCP based; differentiated services (DiffServ); classification and remarking ACLs, trusted QoS.</p> <p>Should Support Ingress policer; egress shaping and rate control; per VLAN, per port, and flow based.</p> <p>Should support TCP congestion avoidance</p> <p>The Switch should support rate limiting using Ingress policer; egress shaping and rate control; per VLAN, per port, and flow based.</p>	
<b>IPv6 features</b>	<p>The Offered switch should support following</p> <p>IPv6 host mode</p> <p>IPv6 over Ethernet</p> <p>Dual IPv6/IPv4 stack</p> <p>IPv6 neighbour and router discovery (ND)</p> <p>IPv6 stateless address auto-configuration</p> <p>Path maximum transmission unit (MTU) discovery</p> <p>Duplicate address detection (DAD)</p> <p>ICMP version 6</p> <p>IPv6 over Ipv4 network with Intra-Site Automatic Tunnel Addressing Protocol (ISATAP)</p> <p>The switch should have support for IPv6 application such as Web/SSL, Telnet server/SSH, ping, trace route, Simple Network Time Protocol (SNTP), Trivial File Transfer Protocol TFTP), SNMP, RADIUS, syslog, DNS client, protocol-based VLANs.</p>	
<b>Management features</b>	<p>The offered switch should have Built-in switch configuration utility of easy browser-based device configuration (HTTP/HTTPS).</p> <p>The built-in web based utility should be support configuration, system dashboard, system maintenance, and monitoring</p> <p>The Switch should support SNMP version 1, 2c and 3 with support for traps, and SNMP version 3 user-based security model (USM)</p> <p>The Switch should support remote monitoring with Embedded RMON software agent with support of 4 RMON groups (history, statistics, alarms, and events) for enhanced traffic management monitoring, and analysis.</p> <p>Should Support VLAN Mirroring, Port Mirroring</p> <p>Should Support Cloud Services and GUI Localization</p> <p>The Switch should support Text-editable config files easier and faster mass deployments.</p> <p>The Switch should support minimum 16K mac addresses and jumbo frames with Frame sizes up to 9 KB supported on Gigabit interfaces.</p>	

	Discovery protocols: Bonjour,LLDP,CDP	
	Should have Energy Detect option for Power efficiency & Saving	
	The Switch should support Time- Based port operation	
<b>Standards</b>	Switch should support IEEE 802.3 10BASE-T Ethernet, IEEE 802.3u 100BASE-TX Fast Ethernet, IEEE 802.3ab 1000BASE-T Gigabit Ethernet, IEEE 802.3ad LACP, IEEE 802.3z Gigabit Ethernet, IEEE 802.3x Flow Control, IEEE 802.1D (STP, GARP, and GVRP),IEEE 802.1Q/p VLAN, IEEE 802.1w RSTP, IEEE 802.1s Multiple STP, IEEE 802.1X Port Access Authentication, IEEE 802.3af, IEEE 802.3at,	
	Should have UL (UL 60950), CSA (CSA 22.2), CE mark, FCC Part 15 (CFR 47) Class A Certifications	
<b>Warranty</b>	Limited lifetime with next business day advance replacement (where available) Minimum guarantee period required for the items is 5years	
<b>MAF</b>	Required	
Fiber Modules	Matching Fiber Modules must be Provided(Single Core)	

**Annexure II**  
**FORMAT FOR QUOTATION SUBMISSION**  
(In letterhead of the supplier with seal)

Date: \_\_\_\_\_

To:

\_\_\_\_\_  
\_\_\_\_\_

Sl. No.	Description of goods (with full Specifications)	Qty.	Unit	Quoted Unit rate in Rs. (Including Ex Factory price, excise duty, packing and forwarding, transportation, insurance, other local costs incidental to delivery and warranty/ guaranty commitments)	Total Price (A)	Sales tax and other taxes payable	
						In %	In figures (B)
<b>Total Cost</b>							

Gross Total Cost (A+B): Rs. \_\_\_\_\_

We agree to supply the above goods in accordance with the technical specifications for a total contract price of Rs. \_\_\_\_\_ (Amount in figures) (Rupees \_\_\_\_\_ amount in words) within the period specified in the Invitation for Quotations.

We confirm that the normal commercial warranty/ guarantee of ————— months shall apply to the offered items and we also confirm to agree with terms and conditions as mentioned in the Invitation Letter.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

Signature of Supplier

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact No: \_\_\_\_\_

**Annexure III**

**Agreement in stamp paper worth Rs 200/-**

ARTICLES OF AGREEMENT executed on this the ..... day of ..... Two thousand and eighteen ..... BETWEEN the PRINCIPAL COLLEGE OF ENGINEERING KIDANGOOR hereinafter referred to as “the Principal”) of the one part and Shri.....

..... (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 Principal 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 College/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 Contract 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. (a) In cases where along with the tender samples have been forwarded to the College and the sample approved the Contractor agrees to supply the materials according to the approved samples. In other cases the Contractor agrees to forward samples to College for approval if so required and then to supply materials according to such approved samples. When samples are not required, the Contractor agrees to supply according to standard specifications. Samples forwarded by the Contractor to the College will not be paid for and shall be the property of the College but the College are at liberty to return them to the Contractor on the completion of his contract or to pay for them at agreed rates if they so choose. All samples must be clearly labeled showing to what particular items tendered for they relate and they should be of sufficient size and quantity to enable the College to see if the supplies made are according to the approved samples.

(b) The contractor hereby declares that the goods sold to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained in the copy of the order attached here with and the Contractor hereby guarantees that the said goods would continue to conform to the description and quality aforesaid for a period of ..... days/ months from the date of delivery of the said goods to College and that notwithstanding the fact that the College may have inspected and/or approved the said goods, if during the aforesaid period of ..... days/month the said goods be



discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the College in that behalf will be final and conclusive) the College will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods will be at the Contractor's risk and all the provisions herein contained relating to rejection of goods, etc., shall apply. The contractor shall, if so called upon to do replace the goods, etc., or such portion thereof as is rejected by the College. Otherwise the contractor shall pay to the College such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the College in that behalf under this contract or otherwise.

3. Requests for enhancement of rates once accepted will not be considered except where College have, prior to the actual supplies, expressly agreed in writing for any price variation under specified circumstances. Conditions of sale or other special terms and conditions, if any, printed on the quotation sheets of the Contractor or attached with the Contractor's tender or any other letter or paper from the Contractor will not govern this contract nor bind the College in any manner whatsoever unless such terms have been expressly accepted by the College in writing.

4. The articles and quantities to be supplied are shown in the copy of the purchase order herewith attached. The Contractor however agrees to supply the quantity shown in the order at the rate tendered by him for that article within the time fixed.

5. In the case of goods delivered by shipment, the Contractor, shall where, the expected tonnage of goods is more than 200 tons, deliver goods through the Cochin Port, if so required by College.

6. The Contractor agrees that time is the essence of this contract.

7. (a) If the contractor defaults in the due supply of all or any of the articles correctly and promptly as above the College are at liberty to procure the same from elsewhere without cancelling the contract as a whole. If College incur, in thus procuring such materials, a higher cost than the agreed rate such excess cost may be deducted by the College from the Contractor's bill or adjusted or otherwise realized from his security deposit or recovered from him by other means. The contractor agrees that he shall not be entitled to claim the excess, if any, of the tendered rate over such cost to College.

(b) If the Contractor fails to deliver all or any of the Stores or perform the service within the time/period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, a sum equivalent to 0.5% or 1% of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract, prices of the delayed stores or services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.

8. (a) All payments to the Contractor for supplies effected satisfactory will be made after

scrutiny of his bills :

- (i) either by departmental cheques payable at the College Treasuries.
- (ii) or by cheques or drafts of the Reserve Bank of India, State Bank of India and State Bank of Travancore (at any of their principal branches in India);
- (iii) or in the case of supplies from abroad by drafts or otherwise as may be agreed to.

(b) The firms will produce stamped pre-receipted invoices in all cases where payments (advance/final) for release of railway receipts/shipping documents are made through Banks. In exceptional cases where the stamped receipts of the firms are not received for the payments (in advance) the unstamped receipt of the bank (i. e. counterfoils of pay-in-slips issued by the Bank) alone may be accepted as a valid proof for the payment made.

9. All incidental expenses incurred by the College for making payments outside the district in which the claim arises shall be borne by the contractor.

10. The contractor shall not assign or make over in part or wholly the contract or the benefits or burdens thereof. The contractor shall not underlet or sublet the execution of the contract or any part thereof without the consent in writing of the College. The College shall have absolute power to refuse such consent or rescind such consent (if given) at any time. The contractor shall not be relieved from his obligation, duty or responsibility under this contract even if consent to let or subject is given by College.

11. Notwithstanding the provisions contained in clause 5, the College shall have the right to cancel the contract for any default on the part of the contractor in due performance thereof.

12. It shall be lawful for the College from and out of any money for the time being payable or due to the Contractor from the College under this contract or otherwise to set off any loss or expense, cost or damages sustained or incurred by the College by reason of the cancellation of the contract.

13. The bank guarantee shall subject to the conditions specified herein be returned to the contractor within three months after the expiration of the contract. In all cases where there are guarantee for the goods supplied the security deposit will be released only after the expiry of the guarantee period.

14. The contractor agrees that any communication addressed to him may be handed over to him or his agent personally or left at his residence or place of business or may be sent by prepaid post to his address as mentioned in this deed.

15. In case the supply of articles involves erection of machinery the contractor agrees that the machinery will be erected within the time and at the place specified by the College/Purchasing Officer in that behalf. It shall also be the duty and responsibility of the contractor to see that the

machinery thus erected is in good working condition to the satisfaction of the person duly authorized by the College/Purchasing Officer in that behalf and to ensure the proper functioning of the machinery till the guarantee period is over.

In the event of the failure of the contractor to erect the machinery within the time and at the place specified by the College/Purchasing Officer or in the event of the machinery failing to function properly during the guarantee period, the amount spent by the College and the loss sustained by the College on this account by making alternative arrangements shall be recoverable from the contractor in the manner provided in clause 15 hereunder.

16. The Contractor agrees that all sums found due to the College under or by virtue of these presents shall be recoverable from him and his properties, movable and immovable, under the provisions of the Revenue Recovery Act, for the time being in force as though they are arrears of land revenue or in any other manner and within such time as the College may deem fit. In deciding what sum of money is due to College under or by virtue of this deed, the contractor agrees that the decision of the College shall be final and conclusive and shall be binding on the contractor.

17. The Contractor agrees that any sum of money due and payable to him from College shall be adjusted against any sum of money due to College from him under any other contracts.

In witness whereof Shri..... (H.E name and designation) for and on behalf of the College of Engineering Kidangoor and Shri..... the bounden have hereunto set their hands the day and year shown against their representative signatures.

Signed by Shri.....(Date)  
..... In the presence of witnesses:

- .....
- .....

Signed by Shri.....(Date)  
..... In the presence of witnesses:

- .....
- .....

**CONTRACTOR**

**PRINCIPAL**