



Tender Form Cost Rs. 500/-

NATIONAL UNIVERSITY OF EDUCATIONAL PLANNING AND ADMINISTRATION

17-B, Sri Aurobindo Marg, New Delhi – 110016
 Tel. 26962120, 26962126 Fax: 26853041, 26865180
 Website: www.nuepa.org

TENDER DOCUMENT: TWO BID SYSTEM

1. Tender Inviting Officer/Authority Designation and Address	The Registrar National University of Educational Planning and Administration (NUEPA) 17-B, Sri Aurobindo Marg, New Delhi - 110016
2. a) Name of the work b) Place of Execution	a) Supply, Installation, Commissioning of <u>High Definition Video Conference System with Voice and Face Tracking Camera</u> WITH SUPPORTIVE SOFTWARE and TRAINING OF EMPLOYEES b) NUEPA, New Delhi
3. a) Tender Documents available place b) Cost of Tender Form and Due date	a) Section Officer (GA) [Room No. 10] NUEPA, 17-B, Sri Aurobindo Marg New Delhi – 110016 b) Rs.500/- by way of Cash/DD/Pay Order drawn in favour of "NUEPA, New Delhi" . <u>In case downloaded from web, the bid should include the cost of Tender Documents.</u>
4. Earnest Money Deposit	Rs. 40,000/-
5. Due date, time and Place for submission of Tender	03-12-2012 up to 2.30 pm <u>Either by post or delivery in person in a Box provided for the purpose at main gate of the Office.</u>
6. Place, Date and Time of Tender Opening	Office of the Registrar, NUEPA, New Delhi – 110016 03-12-2012 at 3.30 pm
7. Any other important criteria prescribed by the Tender Inviting Authority	Subject to Terms & Conditions of Tender.
8. Details of EMD (Rs. 40,000/-) to be made in favour of NUEPA, New Delhi	DD No _____ Dated _____ Bank _____ Amount in words: _____
9. (a) Company profile (b) Technical Specification (c) Eligibility Condition (d) Technical Bid (e) Financial Bid (f) Terms and Conditions	Annexure- A Annexure –B Annexure -C Annexure- D Annexure- E Annexure -F <p style="text-align: right;">REGISTRAR</p>

Note: Tender form can be downloaded from the website: www.nuepa.org/tenders/html and submit the tender along with cost of the application and EMD.

PROFILE OF THE COMPANY

1. Name of the Organization/firm	
<p>2. Nature of the Organization (Govt. / Public/ Private / Partnership / Proprietorship)</p> <p>a. Legal status (individual, proprietary firm, partnership fir, limited company or corporation)</p> <p>b. Has your company ever changed its name any time? If so when, the earlier name and reason thereof</p> <p>c. Have you ever left the contract awarded to you incomplete? If so, give the name of the contract and reason for not completing the contract</p> <p>d. Year of commnecement of business</p>	
<p>3. (a) Registration no. of Registered Office and Address of the Registered Office of the firm with Phone Number, Mobile No., Fax and E-mail</p> <p>(b) TNGST and CST Reg. No.</p> <p>(c) Name and designation of contact person</p>	
4. Location of the factory with address	
5. Maintenance and service centre facilities in New Delhi and other areas and total number of Service Engineers available:	
<p>6. a. Is your Company an original manufacturer of the equipments and related items?</p> <p>b. if not, authorization certificate from Original Equipment Manufacturer (OEM) specifying that vendor is authorized to participate in bidding has to be furnished</p>	

7. What are your conditions for up gradation of equipments system and software after the warranty period?	
8. Mean down time In case of breakdown of the equipment	
9. Timeframe for different activities such as (i) supply (ii) commissioning (iii) installation ect may be mentioned	
10. Names of the Government Agencies/ Educational Institutions where similar Machines have been supplied (preceding two-years)	
11. Manpower Training at Site	

Technical Specification for High Definition Video Conference System with Voice and Face Tracking Camera

S. No.	Technical Specifications
1	System
	The unit must be completely state of art latest in technology, single OEM integrated packaged solution with Dual 50 inch or more OEM integrated & branded HD LCD/ Plasma Display, with microphones, OEM integrated HD sound bars speakers, OEM integrated Pedestal Mount , OEM Videoconferencing 1080p codec. The complete integrated unit must be from one OEM. No fabricated solution will be accepted.
	The proposed system must support PAL with a PTZ camera, microphone array with mute button on the mic, wireless remote control, etc. The codec must be based on industry standards wherever possible such as the H.323 and SIP umbrella standards for IP-based audio/video and H.320 umbrella standard for ISDN-based audio/video.
	The proposed system must be equipped with a touch panel for ease of use of the video conferencing device.
2	Video Standards and Protocols
	Support for video protocols like H.261, H.263, H.263 ++, H.264
	Support for people and content using standards based H.239 and BFCP over SIP. Must also support audio from PC used for content sharing.
3	Inputs (Video/Audio)
	1xHD input for connecting main HD camera
	1xHD input for connecting additional HD camera
	1xDVI-I input for connecting PC/Laptop to share HD content
	1xS-video input for connecting VCR/DVD player/Document Camera
	2xMic input (quoted system should support upto 3 mic arrays)
	1xLine-Level stereo in (RCA or equivalent or higher) for connecting external audio device
	1x3.5mm stereo mini (PC Audio) i.e. for connecting PC/Laptop audio
	1xVCR/DVD stereo audio-in (RCA or equivalent or higher)
4	Outputs (Video/Audio)
	1xDVI-I HD for connecting main monitor
	1xDVI-I HD for connecting 2nd monitor
	1xS-Video for recording calls using VCR/DVD
	1xRCA for main monitor audio out or to external speaker system
	1xRCA for VCR/DVD player audio
5	Network Interface
	Should have 2 port 10/100 auto NIC (RJ-45)
	The system must support H.323 and SIP at 6 Mbps and H.320 at 2Mbps
	Serial Interfaces (V.35, RS449, RS530) upto 2Mbps
	System should have an analog POTS interface for placing a PSTN audio call
	System should support standards based lost packet recovery feature for H323 calls, QOS IEEE 802.1P/Q and reconfigurable MTU Size.
	System should also provide support for NAT and firewall traversal
	Auto-Speed detection and line number configuration
	Support for Microsoft OCS 2007 integration, MS ICE and MS Lync
6	Camera
	1/3" CMOS/CCD

	Upto 12x optical zoom, Auto Focus
	Upto 70 degree or more Horizontal Field of View
	Upto 40 degree or more Vertical Field of view
	Pan should be + 100 to - 100 degrees
	Must have tilt range of +20 to -30 degrees
7	Video Resolution
	The system should support HD 1080p, HD 720p, 4SIF/4CIF, SIF, CIF, QSIF and QCIF video resolutions.
8	Content Resolution
	The system should support HD 1080p, HD 720p, WSXGA, SXGA, XGA and SVGA content resolutions
9	Audio Standard
	The system should support following audio standards and features :
	22kHz bandwidth with crystal clear audio, stereo sound
	14kHz bandwidth with G722.1 Annex C, 7kHz bandwidth with G.722, G722.1, 3.4kHz bandwidth with G.711, G.728, G.729A
	Automatic Gain Control and automatic noise suppression
	Keyboard noise reduction and instant adaptation echo cancellation
10	Other Standards
	H.221, H.224/H.281, H.323 Annex Q, H.225, H.245, H.241, H.331, H.239, H.231, H.243, H.460, BONDING, Mode1, BFCP (RFC 4562)
11	Security
	The system should support secure web, Telnet based access, Embedded AES, H.235V3 and H.233/H.234, Support for IPv6, H.235 Annex D and NTLM authentication protocol.
	The system should support standard based Directory services, SNMP and CDR
	Login access levels for web interface, white list feature for secure access i.e. list of IP addresses that can connect to codec over web interface.
	It should be possible to define the system access password policy, disable web based remote access, change default port 80 for web access for security reasons.
12	Other Features
	Support for at least 80 camera presets. The system must be able to support display of near and far end on the single display screen.
	The system should also have multi-conferencing capability to connect 4 Video sites including host site at HDCP and support multipoint in the modes - Continuous presence, Voice switched and Chair control.
13	Voice and Face detection Camera
	High Definition Video Conferencing System should be supplied with a high-end camera system to provide accurate close-up view of the person who is speaking.
	The high-end camera system should provide fully automated camera pan, tilt, and zoom motions using voice tracking and face detection algorithm.
	The high-end camera system should provide smooth transitions between the close-up view of the person who is speaking and the room view
	The high-end camera system should use a dual-camera system, so while one camera tracks the person who is speaking, the other camera captures the room view
	It should provide accurate tracking with proper framing of speaker, ie the head/shoulder of the speaker is in the center of the screen with right proportion
	It should be possible to "Stop Camera Tracking", or "Start Camera Tracking or set the Tracking Mode to "OFF"
	It should provide three configurable tracking speeds to suit different meeting scenarios Fast/Normal/Slow

	High definition capture from HD720 to HD1080, allowing for video transmission up to 1080p30 or 720p60 when connected to HD Video Conferencing system
	Maximum upward/ downward tuning angle: 9 degree/ 30 degree
	Maximum pan tuning angle: +90/-90 degree
	Maximum zoom: 12x optical zoom
	Interfaces
	<ul style="list-style-type: none"> • 1 HD video output to connect video conference system • 1 USB for diagnostics & local upgrades • 1 Stereo phoenix connector for remote audio processing (echo cancellation)
14	Touch Control
	High Definition Video Conferencing system should be supplied with touch control panel
	Touch Control Panel should work as graphical interface touch screen device for users to initiate video conferences
	Touch Control Panel should be minimum 7-inch colour LCD touch screen or higher
	Touch control should support Power Over Ethernet (PoE)
	Highly intuitive on-screen menu should include - dialing, directory, camera controls, content sharing and administrative functions
	It should have dedicated Home and Back buttons
	Content sharing should be possible via direct USB connection to the Touch Control or via VGA/ DVI connection direct to the video codec.
	It should have minimum two USB 2.0 hi-speed connectors; one can be used for showing content and another for software updates
	It should have built-in infrared transmitter
	Touch Panel should be supplied with detachable stand for an optimized viewing angle
	User Settings screen of the Touch Control should be used to configure brightness and volume, allowing far end control of the camera, automatically answering or muting incoming calls, and powering off the Touch Control.
	Administration screen of the Touch Control should be used to perform software updates and configure LAN properties and security properties on the Touch Control.

Annexure -C**STATEMENT OF COMPLIANCE OF ELIGIBILITY CONDITIONS**

Sr.	Item	Compliance – YES / NO
1.	Fulfill Basic Technical Specifications of the equipment (Appendix B)	
2.	Minimum Turnover – 3.0 Crore in each of the last 3 years (IT Services and/or in Supply of electronic office Equipments).	
3.	Minimum Experience – Should have been working in the IT Services and/or in Supply of electronic office Equipments assignments for a minimum 3 years	
4.	Income Tax Return filed and balance sheet for last three years	
5.	EMD for Rs. 40,000/-	
6.	Firms Registration Certificate under Companies Act	
7.	Income Tax PAN/TAN	
8.	Service Tax Registration	
9.	VAT Registration	
10.	Acceptance of Terms and Conditions	

TECHNICAL BID

Sr. No.	Requirement	Compliance – YES / NO
1.	single OEM integrated packaged solution	
2.	HD LCD/ Plasma Display	
3.	support PAL with a PTZ camera	
4.	touch panel for ease of use of the video conferencing device	
5.	Support for people and content	
6.	support audio from PC used for content sharing	
7.	HD camera	
8.	Microsoft OCS 2007 integration	
9.	Video Resolution support HD 1080p	
10.	Content Resolution support HD 1080p	
11.	crystal clear audio, stereo sound	
12.	multi-conferencing capability to connect 4 Video sites including host site at HDCP and support multipoint in the modes - Continuous presence, Voice switched and Chair control	
13.	Voice and Face detection Camera - should provide fully automated camera pan, tilt, and zoom motions using voice tracking and face detection algorithm	
14.	Touch Control Panel should work as graphical interface touch screen device for users to initiate video conferences	
15.	Dimension, weight and electric consumption etc.	
16.	Additional functionalities, accessories etc.	
17.	System requirements in details (server/computer/networking)	
18.	Software to be supplied with the equipment and other required software (if any)	

COMMERCIAL BID

Sr.	Item Description	Qty.	Unit Cost (Rs.)	VAT/ Taxes	Discount*	Total Cost (Rs.)
1.	Main Unit	01				
2.	Software					
3.	Accessories: a) Face detection Camera b) Touch Panel c) Recording System (if any) d) Any other related item					
4.	AMC (For 1 Year – after warranty period is over)					
5.	AMC (For 3 Years – after warranty period is over)					

* Educational Discount – NUEPA being an educational institution

TERMS AND CONDITIONS**SUPPLY, INSTALLATION, COMMISSIONING OF HIGH DEFINITION VIDEO CONFERENCE SYSTEM WITH VOICE AND FACE TRACKING CAMERA WITH SUPPORTIVE SOFTWARE AND TRAINING OF EMPLOYEES****1. DUE DATE AND TIME**

Sealed Tenders in two bid system are invited by the Registrar, NUEPA under two cover systems from the reputed manufacturing concerns or Original Equipment Manufacturer/ their Agents / Authorized dealers and suppliers for the supply and installation of Digital Book Scanner and Software, as per specification indicated in the Commercial Bid.

The duly filled in Tender forms containing the Technical Bid and Commercial Bid should reach to the Registrar, NUEPA on or before **2.30 pm** on **03-12-2012**. Tenders received after due date and time will be summarily rejected. Tenders may also be deposited in a Tender Box at main office building.

2. MODE OF DESPATCH

Sealed Tenders containing both Technical & Commercial Bids should be addressed and sent to the **Registrar, National University of Educational Planning and Administration, 17-B, Sri Aurobindo Marg, New Delhi - 110016**, by **Registered Post/Speed Post or as mentioned above, so as to reach in by or before 2:30 PM of 03/12/2012**. Tenders received in ordinary covers without seal will not be considered. The **Bidder** must attach a Compliance statement with reference to components of specifications of the scanner attached with the document, along with the Technical Bid document.

3. SUPERSCRPTION

The Tender containing Technical & Commercial bids should be sealed and superscribed as **"Tender FOR SUPPLY, INSTALLATION, COMMISSIONING OF HIGH DEFINITION VIDEO CONFERENCE SYSTEM WITH VOICE AND FACE TRACKING CAMERA WITH SUPPORTIVE SOFTWARE AND TRAINING OF EMPLOYEES"**.

The Technical Bid duly filled in and signed must be put in sealed cover superscribed as **"Technical Bid"** along with the **Ernest Money Deposit of Rs.40,000/-**. (Demand Draft/Pay Order). The Commercial Bid be duly filled in and signed and must be put in a sealed cover separately, superscribed as **"Commercial Bid"**.

4. EARNEST MONEY DEPOSIT

Technical Bids furnished without EMD money will be rejected. EMD of the unsuccessful bidders will be returned after the selection of the successful bidder. The above **EARNEST MONEY DEPOSIT** amount held by the University, till it is returned to the Bidders, would not earn any interest thereon. EMD of the successful Bidder will not be adjusted towards Security Deposit and will be returned only after the successful completion of the installation and commissioning of equipment at site and certification by the user.

5. **ELIGIBILITY CRITERIA**

The bidders must fulfill the eligibility conditions and also submit documentary evidence in support of fulfilling these conditions while submitting the Technical Bid. The University will consider the Commercial Bid of the vendors who qualify in the Technical Bid. Commercial Bid of vendors who fail to qualify in the Technical Bid will not be considered.

Criteria:

- a) *The Bidder should be able to supply equipment meeting the desired Technical Specifications of the equipment to be supplied.*
- b) *The Bidder should have a record of at least a few installations at reputed institutions / organizations and sufficient service back-up in New Delhi for all types of related works.*
- c) *The Bidder should submit the latest **Income Tax and Commercial Tax Clearance Certificates>Returns.***
- d) *The Bidder should have at least three years experience and focus on related business, as on date **03-12-2012** and a minimum average annual turnover Rs.3.00 Crore in the last three years.*
- e) *Minimum Experience – Should have been working in the IT Services and/or in Supply of electronic office Equipments assignments for a minimum 3 years.*
- f) *The Bidder should be able to furnish EMD for Rs. 40,000/-.*
- g) *The Bidder should be able to furnish documents in support of Income Tax, PAN, Service Tax Registration, VAT Registration.*
- h) *Should be willing to accept all the Terms and Conditions*

6. **DETAILS TO BE FURNISHED AND MODE OF PRESENTATION**

The Tender should contain particulars like name and addresses of the Bidder, net rate including excise duty, custom duty, clearing and forwarding charges, surcharge, sales tax, freight, insurance for delivery, delivering up to the point, installation and commissioning of the equipment and such other levies that may be applicable.

- a. The rates should be valid for **one hundred and twenty days (120 days)** from the date of the opening of the Tenders for acceptance.
- b. The rate should be quoted for each item with specification and model, if applicable, and should be indicated clearly both in words and figures. Any **scoring or overwriting** should be attested by the Bidder with full signature. The rate quoted should be firm and **should not be subject** to any variation clauses.
- c. The University shall not pay any increase in duties, taxes and surcharges on account of any revision by the Government at the time of supply and installation.
- d. Supply of the equipment and other accessories shall be as per the agreed specifications and according to the delivery and installation schedule.

7. OPENING OF BIDS

a) Bids received up to **2.30 PM** on **03-12-2012** will be opened by an authorized Tender Opening Committee the Registrar, or any other officer authorized by him on his behalf at **3.30 PM** on **03-12-2012** in the presence of those Bidders or their representatives who may be present at the time of opening. The representatives of the Bidders will be allowed to attend the proceedings on after production of the letter of authority from the original Bidder.

b) Shortlisted candidates will be called for technical presentation before selection committee.

c) The financial bids of technically shortlisted firms will be opened for consideration. The date and time of opening of financial bids will be intimated only to such bidders who are shortlisted as per evaluation criteria.

d) The decision of the University will be the final and no request will be entertained.

8. SECURITY DEPOSIT

a. The successful Bidder will be required to remit the Security **Deposit** equivalent to **Five percent** of the value of the Purchase order within **fifteen days** from the date of receipt of communication/intimating them of the acceptance of the Tender. If the accepted Bidder fails to remit the Security Deposit within the above said period, the Earnest Money Deposit remitted by him will be forfeited to the NUEPA and his Tender will be held void. Purchase Order will be released after execution of the above contract by the successful Bidder and after remitting the Security Deposit by way of Demand Draft/Pay Order drawn in favour of the Registrar, NUEPA, New Delhi.

b. The Security Deposit furnished by the Bidder in respect of his Tender will be returned to him at the **end of satisfactorily installation & commissioning of equipment** subject to the satisfaction of the University.

c. In case of successful Bidder, The Earnest Money Deposit, if paid, will be returned only after successful completion of the installation and commissioning of equipment at site and certification by the user.

d. If the Bidder fails to act according to the Tender or backs out when his Tender is accepted, his Security Deposit mentioned above will be forfeited to the University.

9. SUPPLY AND INSTALLATION OF EQUIPMENTS

a. The supply and installation of equipments and other accessories should be made strictly in accordance with the specifications given in the Commercial Bid and should successfully fulfill the tests carried out by the University. The supply and installation should be as per the delivery schedule to be sent by the University along with the placement of firm order. The equipment hardware should be installed in the premises of the University at the cost and risk of the Bidder.

b. The material or goods are to be guaranteed for a period of at least one-year after installation and commissioning against manufacturing defect and bad workmanship. The warranty period specified, will commence from the date of handing over the equipment after running and carrying out successfully the tests prescribed by the University to its satisfaction.

c. Documents such as operation manuals, user manuals and circuit diagrams and other relevant materials shall be provided by the Bidder along with equipment, free of cost.

- d. If the supply, installation and commissioning of the systems are not effected before the specified period as indicated in the purchase order, the University shall have the authority to cancel the order and/or to take any such action which it may deem fit in the circumstances.
- e. If any manufacturing or other technical defects are found within the specified months from the date of installation, commissioning and handing over the system to the University authorities, the same will have to be rectified or replaced free of cost by the supplier.
- f. During the warranty period, if due to manufacturing and other technical defects of the equipment supplied, the system is down and if it is not restored in working condition within 24 hours, the supplier shall be liable for a penalty of one percent per week during breakdown period on the total contract price.
- g. The warranty will cover all the materials and goods supplied by the supplier under this contract irrespective of the fact whether these have been manufactured by the supplier or not.
- h. In case of failure by the Bidder to deliver goods or materials demanded from them within the period specified for delivery or in case of goods or materials being delivered without a correct invoice in duplicate, the Registrar or anyone duly authorized by him shall have power to reject any such goods or materials so rejected or not delivered unless the supplier shall themselves forthwith supply others that shall be sufficient and satisfactory and any excess of cost so incurred by the Bidder over the contract price together with all charges and expenses attending the purchase shall be recoverable by the University from the supplier.
- i. The successful Bidder shall supply licensed versions of the equipment systems. The University will not be held responsible for any consequences arising of patent right problems.
- j. The equipment should be demonstrated to the representatives of the Specifications Committee before shipment is effected. Necessary travel and other costs for **two experts** to visit the supplier's facility and inspect the equipment marked for the University before its shipment **will be met by the supplier.**

10. PAYMENT OF COSTS

The terms of payments for purchase of equipments:

- a. 75% of the total cost of equipments will be paid on installation, commissioning and handing over of the Equipments after testing all the software and fulfilling the technical specifications. The testing that should be carried out for commissioning the material supplied and the satisfactory working of the systems would be certified by the University.
- b. 15% payment after successful running of the project for 6 months
- c. The balance 10% will be retained during the warranty period as performance guarantee and will be paid after the successful completion of the warranty.

11. FORFEITURE OF EARNEST MONEY DEPOSIT

If the accepted Bidder fails to act according to the tender conditions or backs out after his tender has been accepted, his Earnest Money Deposit will be forfeited to the University.

The successful Bidder shall not assign or make over the contract, the benefit of burden thereof to any other person or persons or body corporate. He shall not underlet or sublet to any person/s or body corporate for executing the contract or any part thereof.

12. PENALTY FOR NON-FULFILMENT OF TENDER

Penalty will be levied at the rate of 1% per week on the total contract price if the installation and commissioning has not been completed in full within the stipulated period subject to force majeure conditions. Besides, such performance may entail black listing of the supplier.

13. ACCEPTANCE AND WITHDRAWALS

The final acceptance of the tender is entirely vested with **University which reserves the right to accept or reject** any or all the tender without assigning any reason whatsoever. There is no obligation on the part of the University to communicate with rejected Firms. After acceptance of the tender by the University, the Firm shall have no right to withdraw its tender or claim higher price. Tenders with **incomplete information** will be summarily rejected.

14. POST WARRANTY

The life cycle for normal performance of Equipment is 5 years. The post warranty annual maintenance charges (AMC) would be applicable for the remaining period of the life cycle after the satisfactory completion of the warranty period offered by the vendor. The annual maintenance charges agreed would be decided as per the basic price of the equipment.

The AMC payable from the date of completion of warranty in advance against invoices/bill to be preferred by the vendor. The vendor would provide comprehensive maintenance of the equipment, which shall include preventive maintenance and corrective maintenance at the location specified by the University. The maintenance shall also include replacement of all parts of equipments. The equipment which is down should be restored in good working condition **within 48 hours**. Otherwise the supplier shall be liable for a **penalty of 1% per week** of the breakdown period on the total price of the system. The University reserves the right to terminate the maintenance contract in the event of unsatisfactory maintenance and claim damages for non-fulfillment of terms of contract.

15. PENALTY FOR NON-FULFILMENT OF CONDITIONS

The supplier agrees that in the event of non fulfillment or non-observance of any of the conditions stipulated in the conditions, the Supplier shall pay as penalty an amount equivalent to 10% (Ten) percent of total value of equipment or an amount equal to the actual loss incurred by the purchaser whichever is greater. This provision applies up to the end of the life cycle of the equipments (i.e.) even during the post warranty period.

17. EXEMPTION OF CUSTOMS DUTY AND EXISE DUTY and OTHER DISCOUNTS

The University being a research oriented higher education institution is entitled to educational discounts.

18. JUDICIAL MATTERS

All judicial matters subject to settlement in courts of Delhi.

19. AGREEMENT

a. The successful Bidder should execute an agreement for the fulfillment of the contract in the stamp paper within fifteen days from the date of acceptance of the tender.

- b. The expenses incidental to the executing of agreement shall be borne by the successful Bidder.
- c. The conditions stipulated in the agreement form should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the University and recovery of any consequential loss from the successful Bidder.

20. GENERAL

The University may, at its discretion, extend the deadline for submission of proposals or cancel the requirement in part or in whole. The University reserves the right to reject any or all proposals without assigning any reason thereof.

The Firms while sending their tender should enclose a copy of the conditions stipulated duly certified and attested by them in token of accepting the tender conditions that they understood and accepted them in full. Tenders received without the certified copy of the conditions shall be rejected summarily.

I/We _____ have gone through the terms and conditions and will abide by them as laid down above.

FORM OF CONTRACT AGREEMENT**(To be executed by the Firms for the supply of machinery/equipment)**

We, M/s. _____ (Hereinafter referred to as "Supplier" hereby contact and agree on the acceptance of our Tender by NUEPA (hereinafter referred to as "Purchaser") in accordance with the conditions of contract stated below, the goods or materials hereunder named of the quality and of the sort and at the rate or price specified in the purchase order as Annexure ().

CONDITIONS OF CONTRACT

1. This document on having been signed by both the parties shall constitute a binding contract between the parties and shall remain in force during the warranty period and a total of 5 years including the warranty period covering the annual maintenance. But in the event of any breach of agreement at any time on the part of the supplier, the contract shall be determinable by the Purchases without compensation to the Supplier. The contract may also be put to an end at any time by the Purchases upon giving seven days notice to the supplier.
2. The Supplier agrees to supply, install and commission the equipment detailed at Commercial Bid after carrying out successfully all the tests prescribed by the purchaser at all inclusive price of
Rs. _____ (in Words) _____

to the National University of Educational Planning and Administration, 17-B, Sri Aurobindo Marg, New Delhi-16 before the specified date. The price offered is firm and is not subject to enhancement on any ground.

3. The price of the equipment as detailed at Annexure includes excise duty, custom duty, clearing and forwarding charges surcharges, sales tax, freight, octroi, delivery up to the point insurance, installation and commissioning and such other levies that may be applicable.
4. The goods or materials to be supplied under this contract are to be of the quality and of the sort mentioned in the purchase order at Commercial Bid.
5. The goods or materials are to be delivered at the purchaser without any extra cost in such quantities or numbers contained in the purchase order enclosed as Commercial Bid to this contract. Any amendments to the orders in terms of quantities or delivery period etc. may be incorporated on a mutually agreed basis.
6. Documents such as operation manuals and circuit diagram and other relevant materials shall be provided by the Supplier along with equipment free of cost.
7. The goods sold under the agreement shall not be taken back. However, any replacement necessitated as part of warranty commitment shall be carried out by the Supplier and faulty parts/materials that arise out of such replacements shall be taken back by the Supplier within a reasonable time.
8. If the supply, installation and commissioning of the equipment are not effected before _____ weeks from the date of the purchase order, the purchases shall have the authority to

- cancel the order, to make any such action that will be deemed fit in the circumstances.
9. In case of failure by the supplier to deliver goods or materials demanded from them within the period specified for delivery or in case of goods or materials delivered by them not being of the stipulated quality and specifications or in the case of goods or materials being delivered without a correct invoice in duplicate the Registrar or any one duly authorized by him shall have power to reject any such goods or materials so rejected or not delivered unless the Supplier shall themselves forthwith supply others that shall be sufficient and satisfactory and any excess of cost so incurred by the Purchaser over the contract price together with all charges and expenses attending the purchase shall be recoverable by the Purchaser.
 10. Penalty will be levied at the rate of one percent per week on the total contract price if the delivery has not been completed in full within stipulated period, subject to force majeure conditions. Besides, such performance may entail black listing of the supplier.
 11. The supplier shall supply only original versions of the equipment.
 12.
 - a) The materials or goods are to be guaranteed for a period of _____ months after installation and commissioning against any manufacturing defect and bad workmanship. The warranty period of _____ months will commence from the date of handing over the equipment after running on all system software and after carrying out successfully the tests prescribed by the University (Purchaser) and installation in good working condition.
 - b) If any manufacturing or other technical defect is found within _____ months from the date of installation, commissioning and handing over the system to the Department/Section the same will have to be rectified or replaced free of cost by the Supplier.
 - c) During the warranty period, the supplier agrees to arrange for a back up system at their cost, if due to manufacturing and other technical defects of the equipment supplied, the systems are down and if it is not restored in working condition within 48 hours. Otherwise the Supplier shall be liable for a penalty of 1% of the breakdown period of the total contract price.
 - d) The warranty will cover all the materials and goods supplied by the supplier under this contract irrespective of the fact whether these have been manufactured by Suppliers or not.
 - 13.1 The life cycle for normal performance of the Equipment is 5 years. The post warranty annual maintenance charges (AMC) is applicable for the remaining period of the life cycle after the satisfactory completion of the warranty period offered by the vendor. The Annual Maintenance Charges agreed to is Rs. _____ at the rate of _____ % per annum on the basic price of hardware excluding software, excise duty, sales tax, etc.
 - 13.2 The AMC is payable once in a year after the date of completion of the warranty period in advance against invoices/bills to be preferred by the vendor. The vendor agrees to provide comprehensive maintenance of the equipment, which shall include preventive maintenance and corrective maintenance at the location specified by the University. The maintenance shall also include replacement of all parts. The equipment which is down should be restored in good working condition within 48 hours. Otherwise the supplier shall be liable for penalty of 1% per week of the breakdown period on the total price of the system. The University reserves the right to terminate the maintenance contract in the event of unsatisfactory maintenance and claim damages for non-fulfillment of contract.

14. 90% of the total cost of the system will be paid on installation, commissioning and handing over of the equipment to the University after testing all the equipments and fulfilling the technical specifications. The testing that should be carried out, the commissioning of the hardware supplied, and the satisfactory working of the system are to be certified by the University.
15. The balance **ten per cent (10%)** of the payment will be made after satisfactory completion of warranty period. Alternatively if the supplier produces an irrevocable Bank Guarantee for the balance ten per cent and for the warranty period along with **Income Tax Verification Certificate and Sales Tax Clearance Certificate** then the balance ten percent payment will be made after the formalities stipulated in **Para 14** are completed.
16. The Supplier hereby agrees to get the refund of incentive, excise duty and proportionate Sales Tax from concerned authorities and pass it on to the Purchaser, if the Government or any other agency reduces the Excise Duty or Sales Tax or given incentive of any type retrospectively after supplying the equipment, failing which action will be taken to recover the balance amount from the Supplier under the revenue recovery act or any other relevant act.
17. The supplier shall undertake to train adequate number of persons from the University free of cost on the operation and use of equipment as per the training schedule to be worked out by mutual agreement.
18. The contract or any part share of interest in it, is not to be transferred or assigned by the Supplier directly or indirectly to any person whomsoever without the written consent of the Purchaser.
19. Neither the Buyer nor the Seller shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their control such as:
 - (a) Natural Phenomena including but not limited to earthquakes, floods and epidemics.
 - (b) Acts of any Government authority domestic or foreign including by but not limited to war declared, or undeclared, priorities and: quarantine restrictions.
 - (c) Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.
20. The tender notice dated _____ is enclosed along with the enclosures. The detailed final offer of the Supplier and the purchase order at Annexure respectively will form part of this contract. Wherever the offer conditions furnished by the supplier are at variance with conditions of the contract or conditions stipulated in the purchase order, the latter shall prevail over the offer conditions furnished by the supplier.
21. Unless otherwise provided in the agreement, any notice, request, consent or other communication given or required to be given hereunder shall be given by mailing the same by registered mail, postage prepaid, return receipt requested in the case of the Supplier to the Purchaser at their respective addresses and self forth above or with other addresses and to the attention of such other person or persons as may hereafter be designated by like notice hereunder and any such notice sent by post shall be deemed to have been served on the date when in the ordinary course of post, it would have been delivered at the address to which it was sent.
22. Any notice to the Supplier shall be deemed to be sufficiently served, if given or left in writing at their usual or last known place of abode or business.
23. In case of any dispute the matter will be referred to an Arbitrator under "Arbitration and Conciliation Act 1996" The arbitration shall be held in New Delhi only and the court at New Delhi only shall have jurisdiction in relation thereto.

24. The Supplier agrees that in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract, the supplier shall pay as penalty an amount equivalent to 10% (ten) percent of total value of contract or an amount equal to the actual loss incurred by the University whichever is greater.

For and on behalf of	For and on behalf of
PURCHASER	SUPPLIER
Witnesses:	Witnesses:
1.	1.
2.	2.