



NATIONAL UNIVERSITY OF EDUCATIONAL PLANNING AND ADMINISTRATION
17-B, Sri Aurobindo Marg, New Delhi – 110016
Tel. 26544800, 26565600 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 Modern Dias with Popup TFT/LED Screen along with Screen Lift Supportive Equipments/Software and TRAINING OF EMPLOYEES b) NUEPA, New Delhi
3. a) Tender Documents available place b) Cost of Tender Form and Sale Due date	a) Section Officer (GA) [Room No. 10] NUEPA, 17-B, Sri Aurobindo Marg New Delhi – 110016 Ph : 011-26544829 b) Rs.500/- by way of Cash/DD/Pay Order drawn in favour of "NUEPA, New Delhi" 08-03-2013 up to 4.00 pm. <u>In case downloaded from web, the bid should include the cost of Tender Documents.</u>
4. Earnest Money Deposit	Rs. 30,000/-
5. Due date, time and Place for submission of Tender	11-03-2013 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	Room No 003, NUEPA, New Delhi – 110016 11-03-2013 at 3.00 pm
7. Any other important criteria prescribed by the Tender Inviting Authority	Subject to Terms & Conditions of Tender.
8. Details of EMD (Rs. 30,000/-) to be made in favour of NUEPA, New Delhi	DD No _____ Dated _____ Bank _____ Amount in words: _____
9. (a) Company profile (b) Technical Specification & Technical Bid (c) Eligibility Condition (d) Financial Bid (e) Terms and Conditions (f) Form of Contract Agreement	Annexure – A Annexure – B Annexure – C Annexure – D Annexure – E Appendix – I REGISTRAR

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*	
2. Nature of the Organization (Govt. / Public/ Private / Partnership / Proprietorship)*	
3. (a) Address of the Registered Office of the firm with Phone Number, Mobile No., Fax and E-mail* (b) TNGST and CST Reg. No. *	
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:*	
6. Is your Company an original manufacturer of the equipments and related items? If not Authorization/OEM certificate to be enclosed*	
7. What are your conditions for up gradation of equipments system after the warranty period?	
8. Mean down time In case of breakdown of the equipment	
9. Minimum time required for Execution of the Purchase Order	
10. Names of the Government Agencies/ Educational Institutions where similar Machines have been supplied (preceding two-years)	
11. Manpower Training at Site	

***Companies must enclose documentary proof, failure; tender/bid may be cancelled.**

**Technical Specifications and Technical Bid Compliance of Modern Dias
with Popup TFT/LED Screen along with Screen Lift Supportive Equipments/Software**

Description		Compliance – YES / NO
A Dias table with minimum Dimensions of 8 ft x 2.5 ft with NUEPA Branding in the front, Hi quality Laminate top, Good quality wooden frame table, facility to put one PC with Keyboard tray, space below to keep CPU of PC and necessary Connectivity to connect the following:-		
15"-17" TFT/LED Screens fixed inside POP Up Screen Lift with minimum following specs	Required units: 03	
<ul style="list-style-type: none"> ○ Top Plate - 480x170x3 minimum ○ Turning Cover - 420 x 160 minimum ○ Load Capacity - minimum 7.5 Kg ○ Suitable TFT/LED Monitor with resolution 1366x768 or more ○ TFT/LED Monitor should have VGA / HDMI port. ○ The monitor has to be fixed in the Pop Up Screen ○ Monitor size may vary between 15"to 17 		
Table top receptacle with:	Required : 1 unit	
<ul style="list-style-type: none"> ○ One or more VGA/HDMI port / cable ○ One or more audio Port / cable ○ One or more LAN Port / cable ○ One or more Power Connectivity ○ Should have enough leg room space 		
Video Splitter / Video Distribution Amplifier :	Required : 1 unit	
The Distribution amplifier should have facility for 1 or more input & 4 or more outputs with audio. It should support VGA or HDMI inputs and outputs.		

STATEMENT OF COMPLIANCE OF ELIGIBILITY CONDITIONS

Sr.	Item	Compliance – YES / NO
1.	Fulfill Basic Technical Specifications of the equipment (Annexure- B)	
2.	Minimum Turnover – 20 Lakhs in each of the last 3 years (IT Services).*	
3.	Minimum Experience – Should have been working in the related Services or similar Equipments assignments for a minimum 3 years.* An authorization/OEM certificate from the manufacturer to be enclosed**	
4.	EMD for Rs. 30,000*	
5.	Income Tax PAN*	
6.	Service Tax Registration*	
7.	VAT/CST Registration*	
8.	Acceptance of Terms and Conditions*	

***Companies must enclose documentary proof, failure; tender/bid may be cancelled.**

**** Mandatory requirement, without which bid will not be considered and will be cancelled.**

COMMERCIAL BID

Sr.	Item Description	Qty.	Unit Cost (Rs.)	VAT/ Taxes	Discount*	Total Cost (Rs.)
1.	A Dias table with minimum Dimensions of 8 ft x 2.5 ft with NUEPA Branding in the front, Hi quality Laminate top, Good quality wooden frame table , facility to put one PC with Keyboard tray, space below to keep CPU of PC and necessary Connectivity to connect the following:-	01				
2.	TFT/LED Screen fixed inside POP Up Screen Lift	03				
3.	Table Top	01				
4.	Video Splitter/Video Distribution Amplifier	01				
5.	Any other related item including software					
6.	Dias floor (Wooden) length 12 feet X width 6 feet X 5 inches height with small ramp at one side	01				
7.	Warranty period of equipment offered by the Firm form the date of installation**	One-year		Two-year		Three year
8.	AMC (For 1 Year – after warranty period is over)					
9.	AMC (For 3 Years – after warranty period is over)					

* Educational Discount – NUEPA being an educational institution

** Please tick appropriate box or highlight

TERMS AND CONDITIONS

**SUPPLY, INSTALLATION, COMMISSIONING OF MODERN DIAS WITH POPUP TFT/LED SCREEN
ALONG WITH SCREEN LIFT/ SUPPORTIVE EQUIPMENTS/SOFTWARE**

1. DUE DATE AND TIME

Sealed Tenders in two bid system are invited by the Registrar, NUEPA under two cover system 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 **11-03-2013**. 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 11/03/2013**. 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

- a) The Tender containing Technical & Commercial bids should be sealed and superscribed as **“Tender for Supply, Installation, commissioning and Training of Modern Dias with Pop up TFT/LED Screen along with Screen Lift Supportive Equipments/Software”**.

The Technical Bid duly filled in and signed must be put in sealed cover superscribed as **“Technical Bid”** along with the **Tender Form Fee of Rs. 500/ & Earnest Money Deposit of Rs.30,000/-**. (Demand Draft/Pay Order). The Commercial Bid be duly filled in, 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 **31-12-2012** and a minimum average annual turnover Rs.20 Lakhs 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. 30,000/-.*
- 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

Bids received up to **2.30 PM** on **11-03-2013** will be opened by an authorized Tender Opening Committee the Registrar, or any other officer authorized by him on his behalf at **3.00 PM** on **11-03-2013** 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.

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. 90% 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. The balance 10% will be retained during the warranty period as performance guarantee and will be paid after the successful completion of the warranty. Alternatively, if the Bidder gives irrevocable Bank guarantee in lieu of the balance 10%, the University shall reserve the right to accept the same.

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.