



**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**

<b>1. Tender Inviting Officer/Authority Designation and Address</b>	The Registrar National University of Educational Planning and Administration (NUEPA) 17-B, Sri Aurobindo Marg, New Delhi - 110016
<b>2. a) Name of the work</b>  <b>b) Place of Execution</b>	<b>a) Supply, Installation, Commissioning of WIRELESS PUBLIC ADDRESS SYSTEM WITH SUPPORTIVE EQUIPMENTS/SOFTWARE and TRAINING OF EMPLOYEES</b>  <b>b) NUEPA, New Delhi</b>
<b>3. a) Tender Documents available place</b>  <b>b) Cost of Tender Form and Sale Due date</b>	<b>a) Section Officer (GA) [Room No. 10] NUEPA, 17-B, Sri Aurobindo Marg New Delhi – 110016 Ph : 011-26544829</b>  <b>b) Rs.2000/- by way of Cash/DD/Pay Order drawn in favour of “NUEPA, New Delhi” 16-08-2013 up to 4.00 pm. <u>In case downloaded from web, the bid should include the cost of Tender Documents.</u></b>
<b>4. Earnest Money Deposit</b>	<b>Rs. 1,00,000/-</b>
<b>5. Due date of Pre-bid meeting and receipt of technical representation from perspective vendor</b>	<b>07-08-2013 02:00PM onwards in Room No.113</b>
<b>6. Due date, time and Place for submission of Tender</b>	<b>19-08-2013 up to 2.30 pm</b> <u><b>Either by post or delivery in person in a Box provided for the purpose at main gate of the Office.</b></u>
<b>7. Place, Date and Time of Tender Opening</b>	Room No 003, NUEPA, New Delhi – 110016 <b>19-08-2013 at 3.00 pm</b>
<b>8. Any other important criteria prescribed by the Tender Inviting Authority</b>	Subject to Terms & Conditions of Tender.
<b>9. Details of EMD (Rs. 1,00,000/-) to be made in favour of NUEPA, New Delhi</b>	DD No _____ Dated _____ Bank _____ Amount in words: _____ _____
<b>10*. (a) Company profile</b> <b>(b) Technical Specification</b> <b>(c) Eligibility Condition</b> <b>(d) Technical Bid</b> <b>(e) Financial Bid</b> <b>(f) Terms and Conditions</b> <b>(g) Form of Contract Agreement</b> <b>(h) List of Buy Back Items</b>	Annexure – A Annexure – B Annexure – C Annexure – D Annexure – E Annexure – F Appendix – I Appendix – II  <p style="text-align: right;"><b>REGISTRAR</b></p>

Note: Tender form can be downloaded from the website: [www.nuepa.org/tenders/html](http://www.nuepa.org/tenders/html) and may be submitted along with cost of the Application and EMD.

**\*All items are mandatory without which tender is liable to be rejected at technical bid stage itself.**

**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 OF WIRELESS PUBLIC ADDRESS SYSTEM MAIN UNIT & ACCESSORIES**

<b>Wireless Units</b>	<b>Required Units: 18</b>
Wireless Units (Chairman and Delegate): The wireless Chairman and Delegate unit should combine a slim, contemporary design, excellent intelligibility and ease of use with a robust and reliable wireless connection. It should allow delegates of a conference to speak, request-to-speak and listen to the speaker. The units should be equipped with a microphone On/Off or request-to-speak button and have two headphone outputs with a single volume control. <b>It should have high quality loudspeaker with a broad spectral response and producing the even sound field for optimal intelligibility.</b>	
<b>Chairman Unit (Additional Features)</b>	<b>Required : 1 Unit</b>
The chairman unit should come with an additional priority, next-in-line and system volume adjustment button.	
Battery management: Since it is crucial to using a wireless conference system. Therefore these chairman and delegate units should combine a smart power management with an easy to replace removable Lithium-ion battery pack, resulting in a controllable and flexible recharging schedule. The battery should have a operation time of 20 hrs. and should be able to fully recharge in less than 3 hrs. The batteries should be easily charged via an adaptor or externally to be charged via a slot based charger.	
<b>Microphones:</b> Should be removable for easy packaging. These microphones should also be immune to the GSM disturbances.	
<b>Technical specifications:</b>	
<b>Audio Frequency response</b>	<b>80 Hz. To 16 KHz</b>
<b>Microphone pick up pattern</b>	<b>Cardioid</b>
<b>Operating voltage</b>	<b>48 Volt</b>
<b>Power Consumption</b>	<b>Max. 2.5 W</b>
<b>Operating temperature range</b>	<b>0 degree to +50 degree</b>
<b>Security:</b> To prevent eavesdropping and unauthorized access, the wireless system and the discussion units should have a digital encryption mechanism to keep information of the meeting confidential.	
<b>Desired Controls and Features</b>	
<ul style="list-style-type: none"> <li>· Built-in high quality loudspeaker which should be automatically muted when the local microphone is active, to prevent acoustic feedback</li> <li>· Microphone On/Off or request-to-speak button with two signaling LEDs</li> <li>· Two headphone outputs</li> <li>· One headphone volume adjustment</li> <li>· The chairman unit should come with a priority, next-in-line and system volume adjustment button</li> <li>· Battery Status LED should show the time remaining for the battery to work, and also the connection status between central unit and wireless units</li> </ul>	
<b>Central Unit</b>	<b>Required : 1 Unit</b>
Frequencies: The wireless conference system should use the 2.4 and 5 GHz frequency range, providing a large number of channels to guarantee a reliable wireless link at any time.	
Antennas: The access point should have at least three antennas, two transceiver antennas for diversity and a third antenna that constantly scans the band to identify interference sources. The access point should be able to automatically choose a interference free frequency resulting in a reliable link.	
Digital Connectivity: The data exchange between the access point and the wireless discussion units should be digitally protected ensuring a secure system.	

Range: The Range of a single access point should be at least 30 m. This range should be extendible in case required through additional modularity of the system.	
Remote management: Simply by browsing to the internal web server, configuration and setup of the wireless system should be performed. All commonly used web browsers (IE, Firefox, Google Chrome) should be supported.	
Meeting Status: During the meeting status information like radio link quality and the battery condition of each unit can be checked on a connected PC / laptop	
Additional Connectivity: Analog input and output should be available for connecting the system to an external public address system or to add an external signal to the conference system. It should also possible to connect the access point to a video conferencing system by activating the distance conferencing function preventing feedback.	
The System should be modularly expandable for Simultaneous interpretation and more advanced discussion or voting applications.	
Hybrid Solution: It should be in case required should be able to temporarily or permanently expand to a wired system of the same make.	
Connectivity	
· RJ45 LAN connection	
· Power connector	
· RJ45 in from central control unit	
· RJ45 out to next access point (if needed)	
· 6.3 mm jack balanced analog in & Out ports	
· Two overload activity LEDs	
· Antenna connectors	
Power Consumption should not be more than 10W	
<b>Option: Digital Audio Input and Output ( AES/ERBU)</b>	
<b>Unit Housing</b>	<b>Required : 19 Units</b>
The Housing for the Delegate Unit / Chairman unit to be provided for securing the units on the table so that they are held safely. It should be possible to remove the battery pack from the unit for Charging & / or use the power adaptor while the unit is in use. The unit can be removable only by the administrator by unlocking	
<b>Battery Charging Tray</b>	<b>Required : 4 Units</b>
The Charging Tray should be rack-mountable device of 3 U high that can recharge 6 Battery Packs at once. It should have auto-ranging power supply and a loop- through mains connector. Maximum 8 chargers can be daisy-chained. It should have designed for multiple mounting possibilities, having 19" rack, wall or table mounting capabilities.	
The Charging Tray should have the following	
1. 6 slots for 1 Battery Pack each	
2. Loop-through mains connector	
3. 19" rack mountable	
<b>Charging Cum Storage Case</b>	<b>Required : 2 Unit</b>
<b>Description</b>	
The Charging cum Storage Case each to accommodate 1 Chairman Unit and 11 Delegate Units with battery pack, 12 microphones , 1 access point and should offer the possibility to put 2 charging trays The case has to be designed for frequent use and safe transportation. It should have several handles and a high quality trolley, making it easy and comfortable to move from one place to another.	
• Pre-formed foam inlays	
• Loop-through mains connector	
• Handle for vertical transportation	

• 2 handles for horizontal transportation	
• Trolley with high quality wheels	
<b>Mixing Amplifier</b>	<b>Required : 1 Units</b>
A Mixing and Booster Amplifier with 4 Balanced Input / 3 Stereo Line Inputs	
It should allow maximum impedance of 1 K ohms	
It should support Phantom power on Mic input	
It should have 24 volt Battery Voltage with maximum deviation of 10%	
It should have Rated Output Wattage of 240 W	
Sensitivity - 1.0mV (Mic inputs)	
Distortion (at rated output power at 1kHz) - <3%	
<b>CEILING SPEAKER</b>	<b>Required : 4 Units</b>
The Ceiling Mountable Speaker should have	
1/2" Liquid Cooled Polyamide Dome Tweeter	
91dB 1W/1m Sensitivity	
Power Handling: 50 Watts	
Frequency Response: 55Hz - 20kHz	
Impedance: 8 Ohms	
<b>LAPEL MIKE</b>	<b>Required : 2 Units</b>
4 switchable UHF frequencies for interference-free reception	
Absolutely safe transmission	
Diversity Technology for highest reception quality	
Adjustable Squelch for undisturbed operation	
Receivers built in robust metal housing	
Dynamic processor for crystal-clear sound	
Audio output level (balanced) : XLR, +16 dBu	
Frequency response : 80 - 16,000 Hz	
Operating Battery Time : 8 h.	
Pick-up pattern : Omni-directional	
Power supply : 12 VDC nom	
RF frequency range : UHF	
<b>Note: The Wireless Public address system should be reputed brand like TELEVIC, SENNHEISER, AUDIO TECHNICA and BOSCH etc. The supplier should quote all the essential and optional accessories required to complete the system.</b>	

**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 PA Equipments).*	
3.	Minimum Experience – Should have been working in the related Services and/or in Supply of PA Equipments assignments for a minimum 3 years.* An authorization/OEM certificate from the manufacturer to be enclosed**	
4.	EMD for Rs. 1,00,000*	
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.

**TECHNICAL BID**

Sr. No.	Requirement	Compliance – YES / NO
	Microphones Should be removable for easy packaging. These microphones should also be immune to the GSM disturbances.	
	Built-in high quality loudspeaker which should be automatically muted when the local microphone is active, to prevent acoustic feedback	
	Microphone On/Off or request-to-speak button with two signaling LEDs	
	The chairman unit should come with a priority, next-in-line and system volume adjustment button	
	Battery Status LED should show the time remaining for the battery to work, and also the connection status between central unit and wireless units	
	Frequencies: The wireless conference system should use the 2.4 and 5 GHz frequency range, providing a large number of channels to guarantee a reliable wireless link at any time.	
	Antennas: The access point should have at least three antennas, two transceiver antennas for diversity and a third antenna that constantly scans the band to identify interference sources. The access point should be able to automatically choose a interference free frequency resulting in a reliable link.	
	Digital Connectivity: The data exchange between the access point and the wireless discussion units should be digitally protected ensuring a secure system.	
	Range: The Range of a single access point should be at least 30 m. This range should be extendible in case required through additional modularity of the system.	
	Remote management: Simply by browsing to the internal web server, configuration and setup of the wireless system should be performed. All commonly used web browsers (IE, Firefox, Google Chrome) should be supported.	
	Meeting Status: During the meeting status information like radio link quality and the battery condition of each unit can be checked on a connected PC / laptop	
	The System should be modularly expandable for Simultaneous interpretation and more advanced discussion or voting applications.	
	Hybrid Solution: It should be in case required should be able to temporarily or permanently expand to a wired system of the same make.	
	Power Consumption should not be more than 10W	
	Rack-mountable Charging Tray	
	It should support Phantom power on Mike input	
	Distortion (at rated output power at 1kBz) - <3%	
	Ceiling Mountable Speaker	

**FINANCIAL BID**

Sr.	Item Description	Qty.	Unit Cost (Rs.)	VAT/Taxes	Discount*	Total Cost (Rs.)
1.	Main Central Unit a) Wireless Delegate Unit b) Wireless Chairman Unit c) Microphones	01 18 01 19				
2.	Equipment/Software if any					
3.	Accessories: a) Wireless Lapel Microphones b) Mixing Amplifier c) Ceiling Speaker d) DVR with HDD e) Spare battery packs f) Charging unit with carry box  g) Fix/removable mounting/housing units on tables for Chairman/delegates units h) Any other related item	02 01 04 01 02  18 + 1	Each as per the requirement of Chairman/delegate unit & Microphones to be accommodated as per requirements at 1 above			
4.	Buy back value of present Analog PA System (BOSCH LBD Series) with accessories installed in Lecture Hall No 113 of the University (refer Appendix – II)	01				
4.	<b>AMC</b> ( For 1 Year – after warranty period is over)					
5.	<b>AMC</b> (For 3 Years – after warranty period is over)					

\* Educational Discount – NUEPA being an educational institution



**TERMS AND CONDITIONS**

**SUPPLY, INSTALLATION, COMMISSIONING OF WIRELESS PUBLIC ADDRESS SYSTEM 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 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 Financial Bid.

The duly filled in Tender forms containing the Technical Bid and Financial Bid should reach to the Registrar, NUEPA on or before **2.30 pm** on **19-08-2013**. 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 & Financial 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 19/08/2013**. 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 & Financial bids should be sealed and superscribed as **“Tender for Supply, Installation, commissioning and Training of WIRELESS PUBLIC ADDRESS SYSTEM with supportive equipment and 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. 2000/ & Earnest Money Deposit of Rs.1,00,000/-**. (Demand Draft/Pay Order). The Financial Bid should be duly filled in, signed and must be put in a sealed cover separately, superscribed as **“Financial 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 Financial Bid of the vendors who qualify in the Technical Bid. Financial 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 **31-03-2013** 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. 1,00,000/-.*
- 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 **19-08-2013** 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 **19-08-2013** 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 Financial 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 will be 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 are 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 Firm 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 contact 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 Purchaser without compensation to the Supplier. The contract may also be put to an end at any time by the Purchaser upon giving seven days notice to the supplier.
2. The Supplier agrees to supply, install and commission the equipment detailed at Financial Bid after carrying out successfully all the tests prescribed by the purchaser at all inclusive price of Rs. \_\_\_\_\_ (in Words) \_\_\_\_\_

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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 Financial 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 Financial Bid to this contact. 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.

<b>For and on behalf of</b>	<b>For and on behalf of</b>
<b>PURCHASER</b>	<b>SUPPLIER</b>
<b>Witnesses:</b>	<b>Witnesses:</b>
1.	1.
2.	2.

**BOSCH LBD Series Public Address System**

<b>Sl. No.</b>	<b>Name of the Item</b>	<b>Quantity</b>
1.	Chairman Unit	01
2.	Delegate Units	16
3.	Controller Unit	1
4.	Dual auto reverse cassette deck and audio recording system make Yamaha	1
5.	MS Rack 1. 1 No. controller 2. 1 No. amplifier 3. 1 No. deck	1
6.	PLENA series 60 W mixing Amplifier LBD 1906	1
7.	6 W metallic ceiling mounting speaker type LBD 0606	4
8.	Cables	Loose