

**INDIRA GANDHI DELHI TECHNICAL
UNIVERSITY FOR WOMEN, DELHI**

**REQUEST FOR PROPOSAL FOR
EMPANELMENT OF
PUBLISHERS/ DISTRIBUTORS/ AGENTS
FOR SUPPLY OF LIBRARY BOOKS TO INDIRA GANDHI
DELHI TECHNICAL UNIVERSITY FOR WOMEN, DELHI**

1. Annexure I : Technical Bid
2. Annexure II : Financial Bid
3. Annexure III : Undertaking
4. Annexure IV : Contract Agreement

**Indira Gandhi Delhi Technical
University for Women,
Kashmere Gate
Delhi - 110 006**

Schedule of RFP

RFP enquiry Number	<File No.>	
Date/ time of release of RFP through e-procurement solution	09/07/2017	11 AM
Date/ time of pre-bid meeting at IT Services Division, IGDTUW Kashmere Gate campus, Delhi-110006	15/07/2019	3 PM in the Conference Room IGDTUW
Last date/ time of submission of online bid	06/08/2019	3 PM
Date/ time of opening of Proposal	07/08/2019	11 AM

Financial Bid shall be opened after evaluation of Technical Bid. The time shall be notified in due course.

F. No.....

Dated :.....

To,

**Subject: e-Request for Proposal (RFP) for empanelment of Publishers/
Distributors/ Agents for supply of library books to Indira Gandhi
Delhi Technical University for Women Delhi**

The Indira Gandhi Delhi Technical University for Women invites e-proposals from competent & reputed Publishers/ Distributors/ Agents for supply of books to IGDTUW Library. Proposals shall be submitted online as per the following details:

Last Date of submission of Proposals:

06/08/2019 3 PM

Date of Opening of Proposals:

07/08/2019 11 AM

Publishers/ Distributors/ Agents should read the proposal document carefully and comply strictly with the conditions, while submitting their proposals. Proposal must be submitted online on website 'govtprocurement.delhi.gov.in'. Any amendment/ extension of the last date of submission of proposals will be notified on that website only. Manual proposals will not be accepted under any circumstances.

<Signatory Authority>

**GENERAL TERMS & CONDITIONS FOR EMPANELMENT OF
PUBLISHERS/DISTRIBUTORS/ AGENTS FOR SUPPLY OF LIBRARY BOOKS TO
IGDTUW**

1. The Indira Gandhi Delhi Technical University for Women calls upon reputed Publishers/ Distributors/ Agents for supply of library books (engineering, management studies, architecture & planning) of Indian /Foreign/Government publishers. This contract will be valid for one year which will be extended for further two years on year to year basis on satisfactory performance.

2. **Parties:** The parties to the Contract are the Publisher/ Distributor/ Agent submitting proposal and the Indira Gandhi Delhi Technical University for Women (IGDTUW)

3. **Eligibility Criteria:**

The Publishers/ Distributors/ Agents should be based in Delhi and NCR and fulfill the following terms and conditions:

- (i) The Publisher/ Distributor/ Agent should be in the field of supplying books for at least five years.
- (ii) The Publisher/ Distributor/ Agent should be serving to major libraries like central, state universities, national level education and research institutions etc at least for the last five years.
- (iii) The Publisher/ Distributor/ Agent should represent a large gamut of subjects, publishers of the interest to the IGDTUW community.
- (iv) The Publisher/ Distributor/ Agent applying for empanelment should furnish all the particulars as per **Annexure I**.
- (v) The Publisher/ Distributor/ Agent should have an average annual turnover of Rs. 15 lakh in the last three financial years i.e. 2015-16, 2016-17 and 2017-18.
- (vi) Copy of PAN Number must be uploaded with the proposal.
- (vii) The applicant Publisher/ Distributor/ Agent must be an **Income Tax Assessee**, having filed returns in the last three assessment years i.e. 2016-17, 2017-18 and 2018-19.
- (viii) The Publisher/ Distributor/ Agent should not have been placed in defaulter category by any Central/ State Govt. department/PSU.

4. **Scope of Work:**

IGDTUW wishes to request for proposals (RFP) with discounted rates quoted from reputed Publishers/Distributors/Agents for supplying Books pertaining to Management Studies, Architecture

and Planning and Engineering field of Indian/Foreign/Government/NGO/Learned Professional societies etc. publications. The books may be procured in I/II/more Phases or semester wise or as and when the Faculty requests and the same is compiled as a list of books by the university Library. The annual tentative cost of the Books (Indian/Foreign/Govt/etc. publications) to be procured may be 15,00,000 INR. (approx.)

5. General Conditions:

- (i) The proposals are to be submitted duly digitally signed on the Delhi Government's Public Procurement Portal '**govtprocurement.delhi.gov.in**'.
- (ii) The online proposals (complete in all respect) must be uploaded online as per Annexure I on the prescribed format in PDF form.
- (iii) The Publishers/ Distributors/ Agents shall have a valid digital signature certificate for participation in the online RFP process. The cost of digital signatures, if any, will be borne by respective Publishers/ Distributors/ Agents.
- (iv) All documents as per requirement of RFP shall be uploaded online through portal website '**govtprocurement.delhi.gov.in**'. The Publisher/ Distributor/ Agent shall bear all costs associated with the preparation of his RFP document including cost of any clarifications, required by IGDTUW.
- (v) When deemed necessary, IGDTUW may seek clarification on any aspect from the Publishers/ Distributors/ Agents. However, that would not entitle the Publisher/ Distributor/ Agent to change or cause any change in the price quoted. IGDTUW may, if so required, ask the Publisher/ Distributor/ Agent to give presentation for the purpose of clarification on the bid submitted. All expenses for this purpose as also for preparation of documents and other meetings will be borne by the Publisher/ Distributor/ Agent.
- (vi) The Publishers/ Distributors/ Agents should organize Book exhibition as and when required in IGDTUW in consultation with the library.
- (vii) IGDTUW will examine the RFPs to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the RFPs are generally in order.
- (viii) A RFP determined as not substantially responsive will be rejected by IGDTUW and may not subsequently be made responsive by the Publisher/ Distributor/ Agent by rectifying the non- conformity.
- (ix) IGDTUW may waive off any minor infirmity or non-conformity in the RFP which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of other Publishers/ Distributors/ Agents. The decision of IGDTUW in this regard will however be final and binding.

(x) Publisher/ Distributor/ Agent shall not be permitted to withdraw his/ her/ its offer or modify the terms and conditions thereof after acceptance of RFP. In case the Publisher/ Distributor/ Agent fails to observe and comply with the stipulations made herein or backs out after submission of proposal, the aforesaid amount of Earnest Money and Security Deposit, will be forfeited by the University. Besides this, the Publisher/ Distributor/ Agent will also liable to be debarred/ blacklisted from participating in the RFP process of IGDTUW in future or fined.

(xi) Canvassing in connection with RFPs is strictly prohibited and the RFPs submitted by the Publishers/ Distributors/ Agents who resort to canvassing in any form or try to influence the process either directly or indirectly shall be liable for rejection by IGDTUW.

(xii) RFP containing any condition leading to unknown/ indefinite liability is liable to be summarily rejected.

(xiii) Any modification/ corrigendum issued with regard to this RFP document shall be uploaded on ‘**govtprocurement.delhi.gov.in**’ website only. Publishers/ Distributors/ Agents are, therefore, requested to visit the website regularly till the last stipulated date of submission of the RFP for ascertaining any modification/ corrigendum issued in this regard.

(xiv) The RFP bid and copies of certificates uploaded by the Publisher/ Distributor/ Agent in pdf form should be duly signed at the given places, together with initials on every page by the authorized person of the Publisher/ Distributor/ Agent. Initial/ signature will indicate the acceptance of the RFP document by the Publisher/ Distributor/Agent.

6. Validity ofProposals:

The proposals shall be valid for a minimum period of 90 days, computed from the date of its opening. The validity may be further extended for a further period of three months by mutual consent.

7. Earnest Money Deposit(EMD)

(i) Copy of DD/ Banker’s Cheque of applicable sum of Rs.75,000/- towards EMD shall be uploaded with the proposal.

(ii) EMD submitted in the form of Demand Draft/ Banker’s Cheque drawn on any Scheduled Bank in favor of “**Registrar, Indira Gandhi Delhi Technical University for Women**” payable at Delhi is required to be submitted in a sealed envelope superscribed “**RFP for empanelment for supply of library books**”, on or before the closing date and time of e- submission of online bids, to The Registrar, Indira Gandhi Delhi Technical University for Women, Kashmere Gate, Delhi-110006, failing which the bids will not be considered.

(iii) EMD of unsuccessful Publisher/ Distributor/ Agents will be discharged/ returned to them after finalizing the RFP.

(iv) Earnest Money is required to protect the purchaser against the risk of the Publishers/ Distributors/ Agents conduct, which would warrant the forfeiture of the EMD. Earnest money of a Publisher/ Distributor/ Agent will be forfeited, if the Publisher/ Distributor/ Agent withdraws or amends its proposal or impairs or derogates from the proposal in any respect within the period of validity of its proposal or if it comes to notice that the information/documents furnished in its proposal is incorrect, false, misleading or forged without prejudice to other rights of the purchaser.

(v) The successful Publisher/ Distributor/ Agent EMD will be forfeited without prejudice to other rights of the purchaser, if it fails to furnish the required Security Deposit within the specified period.

(vi) No interest will accrue on the EMD/ Security Deposit.

(vii) EMD of the empanelled Publisher/ Distributor/ Agent shall be returned after the Security Deposit is submitted. EMD of unsuccessful Firms shall be returned after completion of tender process.

8. Security Deposit:

(i) The Publisher/ Distributor/ Agent selected would be required to furnish a Security Deposit of amount of Rs1,50,000/- in the form of Demand Draft/ FDR/ Bank Guarantee from any Scheduled Bank in favor of “**Registrar, Indira Gandhi Delhi Technical University for Women**” payable at Delhi.

(ii) In case the Security Deposit is submitted in the form of Bank Guarantee, the same should be valid for a period of 3 (three) months beyond the date of expiry of the contract. IGDTUW reserves the right to ask for Security Deposit extension if contractual obligations are not fulfilled. The security deposit shall be refunded without interest after satisfactory completion of the contract.

9. Criterion for Evaluation of Proposals:

(i) The proposal will be first assessed on the basis of eligibility criteria given in the RFP document. The proposals which are fulfilling the criteria given in the technical bid, will be considered as technically qualified bidder, and financial bid of such proposal will only be considered for further assessment.

(ii) If all the eligibility criteria are fulfilled, the proposal will be evaluated on the basis of the discount offered by the Publishers/ Distributors/Agencies.

10. Right of Acceptance and Other Provisions:

(i) The acceptance of the proposal rests with IGDTUW. The university is not bound to accept the highest proposal and reserves the right to accept or reject any or all the proposals without assigning any

reasons thereof. IGDTUW also reserves the right to modify and/ or relax any terms & conditions of this proposal document to safeguard its interest.

(ii) Mere fulfillment of eligibility conditions prescribed does not entail a Publisher/ Distributor/ Agent to be selected in the panel. Decision of the IGDTUW in all matters related to final selection/empanelment shall be final.

(iii) IGDTUW reserves the right to black list a defaulting Publisher/ Distributor/Agent.

(iv) IGDTUW reserves the right to keep or remove any Publisher/ Distributor/ Agent for any administrative reason.

(v) It shall be binding on the empanelled Publisher/ Distributor/ Agent to supply all books as per purchase order, pertaining to Management Studies, Architecture and Planning and Engineering field of Indian & Foreign publications/ Govt/NGO/Learned Professional societies etc. IGDTUW Library reserves the right to procure books / publications either from any of the empanelled Publishers/ Distributors/ Agents and/or their authorized distributors outside the panel.

(vi) IGDTUW's decision in all matters related to procurement of books shall be final and binding on all concerned.

(vii) Any inquiries after submission of the proposal will not be entertained.

(viii) Any failure on the part of the Publisher/ Distributor/ Agent to observe the prescribed procedure and any attempt to canvas for the purchase order will prejudice the Publisher/ Distributor/ Agent's proposal.

(ix) IGDTUW reserves the right to cancel the proposal process without assigning any reason whatsoever, at any stage.

11. Proposals:

The Publishers/ Distributors/ Agents will be required to quote-maximum discount allowable by them in the table given in Annexure II.

12. Exchange Rates:

The Publisher/ Distributor/ Agent shall support the exchange rates charged in every bill with the certified copies of the exchange conversion rates by the National Bank/ RBI, applicable on the date of placing order for books by IGDTUW.

13. Validity of Contract:

- (i) The successful Publisher/ Distributor/ Agent will be informed by IGDTUW by a letter to this effect. The contract is valid for a period of one year, which can be extended for a further period of two years on year to year basis on the satisfactory performance.
- (ii) The successful Publisher/ Distributor/ Agent shall sign a contract agreement with IGDTUW for the above period.

14. Purchase Order:

- (i) The principle of selection/ award will be the highest discount offered and technically compiled bid, who can provide all books pertaining to Management Studies, Architecture and Planning and Engineering books of Indian & Foreign publications/ Govt/NGO/Learned Professional societies etc.
- (ii) The bidder, who has been declared as successful shall execute necessary agreement for supply of all books (Annexure IV) on depositing the required amount as security and on execution of the agreement such bidder is eligible for the placement of supply orders.
- (iii) If two or more bidders are declared as H1 suppliers for the same item(s), such bidder shall execute necessary agreement as specified in the RFP. On depositing the required amount as security and on execution of the agreement, such bidders are eligible for placement of supply order (50%, if two bidders) on proportionate basis.
- (iv) The Library will place purchase orders with the empanelled Publisher/ Distributor/ Agent, who offer the highest discount, and minimum time period as applicable, for the latest/ Indian edition/ PB.
- (v) If H1 supplier fails to supply the ordered book(s) either all the listed books or partly within the stipulated time, IGDTUW is at liberty to place purchase order either with other bidders (H2 supplier offering second highest discount, H3 and so on) and in such cases the defaulted supplier (H1) is liable to compensate IGDTUW, without any protest or objection for the difference in cost incurred by IGDTUW. IGDTUW is entitled to recover the difference in cost from any amount due/payable (pending bills, earnest money and security etc) from the defaulter supplier (H1).
- (vi) Supply of books will be made strictly against the purchase order only.
- (vii) The Publisher/ Distributor/ Agent is required to send an acknowledgment of the receipt of purchase order, which is taken as an acceptance of the order by Publisher/ Distributor/ Agent, within seven days of the issue of letter. It should preferably be sent through e-mail.
- (viii) Books, if found duplicate, will be returned within four weeks from the date of receipt of supply and the corresponding amount will be adjusted from the total bill at the time of payment.

15. Supply of books:

- (i) Only latest and economical editions/ soft bound/ paper bound books are to be supplied, if not otherwise specified.
- (ii) All documents including publisher's invoice, in case of foreign books as well as in case of those Indian books where the price is not printed on the book/ journal, shall be submitted by the Publisher/ Distributor/ Agent in support of price verification. Under no circumstances, the copy of the books in Print or such bibliographical list or third party invoices reflecting the price of the book/ journal will be acceptable to the IGDTUW in support of price verifications.
- (iii) The Publisher/ Distributor/ Agent should certify in the invoice/ bill that the latest editions have been supplied and current prices are charged and no hard bound/ cloth bound edition has been supplied, if economical edition/ soft bound/ paper bound edition of the books are available.
- (iv) The Publisher/ Distributor/ Agent shall submit the approval memo containing the complete bibliographical details of the document(s) in original along with electronic file in IGDTUW prescribed format only (in excel). The Publisher/ Distributor/ Agent should ensure that name, designation and department of recommending authority are clearly mentioned on the approval memo.
- (v) The Publisher/ Distributor/ Agent shall also submit the publisher invoice/ supporting documents as a price proof for supplied titles in electronic format along with one set of hardcopy to IGDTUW Library.
- (vi) Foreign edition shall not be supplied if the Indian edition/re-print has already been available.
- (vii) Where low price edition are available, the low priced edition/paper back shall only be supplied.
- (viii) In case of foreign edition a certificate would be required stating that "Indian reprint/edition is not published".

16. Time Schedule for Supply of books:

- (i) The supply of books must ordinarily be completed within the following time frame:
 - (a) Indian books - 04 weeks
 - (b) Foreign books - 08 weeks
- (ii) However, the Publisher/ Distributor/ Agent may seek additional time by sending a written request to the Librarian, IGDTUW if the delivery is expected to be delayed due to circumstances beyond his/ her control.

17. Delay in the Publisher/ Distributor/ Agent's Performance/Penalty:

(i) The Publisher/ Distributor/ Agent shall deliver the books at IGDTUW Library within the time schedule specified in the contract.

(ii) If the empanelled Publisher/ Distributor/ Agent to whom the order has been placed fail to supply the entire order or any part of the order on receipt of order within the stipulated time frame, without providing satisfactory justification for such delay, the Publishers/ Distributors/ Agent will be charged with liquidated damages up to 10% of the cost of the unsupplied order.

(iii) Thereafter, IGDTUW reserves the right to cancel the order and/ or black list the same Publisher/ Distributor/ Agent after providing it an opportunity to represent its side. In addition, the security deposit will be forfeited.

(iv) The decision of accepting supply of cancelled titles is at the sole discretion of IGDTUW and decision of the competent authority of IGDTUW shall be final in this regard.

(v) In the event of discovery of any error or defect due to the fault of the Publisher/ Distributor/ Agent at any time after the delivery of books ordered, the Publisher/ Distributor/ Agent shall be bound, if called upon to do so, to rectify such error or defect at his own cost to the satisfaction of and within the time fixed by IGDTUW. In the event of the delivery of any defective item, which owing to urgency or for any other reason cannot be wholly rejected, IGDTUW shall have the power to deduct from any payment due to the Publisher/ Distributor/ Agent such sum as it may deem expedient.

(vi) The Publisher/ Distributor/ Agent fails to deliver any or all of the books within the time-frame incorporated in the contract the purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 2.50% per week of delay or part thereof on delayed supply of books until actual delivery subject to a maximum of 10% of the contract price. The schedule of supply of books is given at point no. 16. The penalty shall be levied as per 17 (ii)-(vi), in reference to 16. In addition to maximum penalty, the security deposit will also be forfeited.

(vii) No penalty will be charged if the supplier provides valid and satisfactory reasons for non-supply of the books with documentary evidence received from the Publishers and accepted by the Competent Authority. The documents relating to non-supply of books should be submitted well in advance to avoid penalty.

18. Statutory Obligations.

All statutory obligations under various laws from time to time shall be borne by Publisher/ Distributor/ Agent for which no extra payment shall be made at any time during the contractual period.

19. Termination of the Contract:

IGDTUW may terminate the contract without any notice in case the Publisher/ Distributor/ Agent commit a breach of any of the terms of the contract. IGDTUW's decision that a breach has occurred will be final and shall be accepted without demur by the Publisher/ Distributor/Agent.

20. Subletting of Work:

The Publisher/ Distributor/ Agent shall not assign or sublet the work or any part of it to any other person or party.

21. Right to Call upon Information Regarding Status of Supply:

IGDTUW has the right to call upon information regarding status of supply at any point of time.

22. Terms of Payment:

- (i) The Books are to be supplied by the Publisher/ Distributor/ Agent at IGDTUW Library.
- (ii) Payment shall be made through NEFT transfer only.
- (iii) IGDTUW shall be at liberty to withhold any of the payments in full or in part, subject to recovery of taxes or penalties mentioned in preceding paras.

23. Force Majeure:

(i) For purposes of this clause, Force Majeure means an event beyond the control of the Publisher/ Distributor/ Agent and not involving the Publisher/ Distributor/ Agent's fault or negligence and which is not foreseeable.

(ii) Such events may include, but are not restricted to, acts of the Publisher/ Distributor/ Agent either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

(iii) If a Force Majeure situation arises, the Publisher/ Distributor/ Agent shall promptly notify the purchaser in writing of such conditions and the cause thereof within fourteen days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the Publisher/ Distributor/ Agent shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

24. Arbitration:

If dispute or difference of any kind shall arise between the IGDTUW and the Publisher/ Distributor/ Agent in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation, the same shall be referred to the Vice Chancellor, IGDTUW. His/ Her decision will

be final & binding on both the parties.

25. LegalJurisdiction:

The agreement shall be deemed to have been concluded in the National Capital Territory of Delhi and all obligations hereunder shall be deemed to be located at the NCT of Delhi and the Court within NCT of Delhi.

Check List

Sl. No.	Check list of documents/ Undertakings	YES/ NO	Remarks (Give explanation if answer is NO)
1	Copy of demand draft/ banker's cheque for a sum of Rupees 75,000/- towards EMD uploaded?		
2	Is copy of PAN No. uploaded?		
3	Is copy of membership certificate of the Publishers' Associations uploaded?		
4	Are details of the Annual Turnover certified by Chartered Accountant; Income tax return of last three assessment years and audited balance sheet/ annual accounts for the last three years uploaded?		
5	At least one copy of the latest purchase Order from 05 serving major libraries like central, state universities, national level education and research institutions etc at least for the last five years of above said Level Clients uploaded?		
6	Is undertaking certifying that the Firm is not black listed Signed as per Annexure II and uploaded?		
7	Have all uploaded documents been duly signed on each page?		

Place :

Signature of the Proprietor/ Authorized Signatory

Date:

Rubber Seal indicating complete address

Technical Bid

RFP No. and Date				
Name of the Proprietor/Partner/Director:				
Name of the Publisher/ Distributor/ Agent (with complete postal address, fax, telephone, mobile number, email): (Email and Mobile number are necessary):				
Year of starting of business of the Publisher/Distributor/ Agent:				
PAN/TAN No. (upload copy)				
Member of the Publishers' Associations (upload copy of membership proof):				
Annual Turnover certified by Chartered Accountant for last three years				
Financial Year	2015-16	2016-17	2017-18	
Turn Over				
Please upload the Income Tax Return of the last three Assessment Years i.e. i.e. 2016-17, 2017-18 and 2018-19. Audited balance sheet/ annual accounts for the last three years i.e. 2015-16, 2016-17 and 2017-18				
Important University Level Clients (upload at least one copy of the latest purchase Order of 05 serving major libraries like central, state universities, national level education and research institutions etc at least for the last five years):				
Please furnish an undertaking as per Annexure III on your company letter head that you have not been debarred/ blacklisted from any Govt., Semi Govt., Aided, University or any other institution/ department.				
EMD in favour of "Registrar, Indira Gandhi Delhi Technical University for Women" Draft No. & date				

Financial Bid**Annexure II**

Sl.No.	Items	Discount rates offered in terms of percentage
I.	Indian Publication	
II.	Foreign Publication	
III.	Books Published by Govt./NGO/Non-profit organization/Learned Professional Societies etc.	

UNDERTAKING

It is certified that I/ my Firm/ Agency/ Company has never been **black listed/ placed in defaulter category** by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government and no criminal case is pending against the said Firm/ Agency as on

_____.

Signature of the Publisher/ Distributor/ Agent

Name of the Signatory _____

Name of the Publisher/ Distributor/ Agent

Seal of the Publisher/ Distributor/ Agent

Place: _____

Date: _____

Contract Agreement Annexure IV

Agreement to be signed for supply of Library Books

<Stamp paper of requisite amount>

Agreement with the Publishers/ Distributors/ Agents for supply of books to IGDTUW Library

This agreement is made on _____ between the Indira Gandhi Delhi Technical University for Women Delhi, Kashmere Gate, Delhi-110006 hereinafter referred to as "IGDTUW",

And

M/s _____, a Publisher/ Distributor/ Agent with office at _____, hereinafter referred to as "Contractor", and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

WHEREAS the Contractor has submitted a proposal for supply of books to IGDTUW Library as per the terms and conditions mentioned in the IGDTUW request for _____ proposal (RFP) issued vide No. IGDTUW/_____. Whereas such RFP has been accepted and the Contractor has deposited with the issuing Authority the sum of Rs _____ (10% of the contract value) as security for the fulfillment of this Agreement).

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The Contractor has accepted the contract on the terms and conditions set out in the RFP notice no. _____ dated _____, which shall hold good during period of this agreement.
2. Upon breach by the Contractor of any of the conditions of the agreement, the IGDTUW may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of IGDTUW to claim damages for antecedent breaches thereof on the part of the Contractor and also to reasonable compensation for the loss occasioned by the failure of the Contractor to fulfill the agreement as certified in writing by the IGDTUW, which certificate shall be conclusive evidence of the amount of such compensation payable by the Contractor to the IGDTUW.
3. Upon the determination of this agreement whether by effluxion of time or otherwise, the said deposit shall after the expiration of two months from the date of such determination be returned to the Contractor but without interest and after deducting there from any sum due by the Contractor to the Government under the terms and conditions of this agreement.

4. This agreement shall remain in force until the expiry of 12 months from the date of entering into the contract but the IGDTUW may cancel the contract at any time upon giving one month's notice in writing without compensating the Contractor.

5. The IGDTUW may give notices in connection with the contract. In consideration of the payments to be made by the IGDTUW to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the IGDTUW to provide the services and to remedy defects therein conformity in all respects with the provisions of the contract.

6. The IGDTUW hereby covenants to pay the Contractor in consideration of the provision of the services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

7. If subject to circumstances beyond control (Force Majeure) the Contractor fails to deliver the services in accordance with the conditions mentioned in the RFP, the IGDTUW shall be entitled to render services from else other organization after giving due notice to the Contractor on the amount and at the risk of the Contractor without canceling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

8. In the event of action to be taken, the Contractor shall be liable for any losses, which the IGDTUW, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note for the purpose. The RFP is the part of this agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

Signed:

For and on behalf of _____
Women
Delhi

Witness1 _____
Indira Gandhi Delhi Technical University for

Authorized Signatory

Witness2 _____

For and on behalf of _____
M/s _____

Witness1 _____

Authorized Signatory

Witness2 _____