

- a) The term —CONTRACT shall mean and include the Notice Inviting Tender (NIT), the Instructions to tenderer, the Tender, Letter of Intent accepting the tender in part or full, Special & General Terms & Conditions, directions and comments conveyed in writing, the Purchase Order or Work Order, and its subsequent variations, if any, or any other authorized contract documents and those general and special conditions that may be added subsequently.
- b) The term “service provider” shall mean the person(s) firm, or company with whom a CONTRACT has been entered into and shall be deemed to include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s), firm or company.
- c) The term “Tenderer” shall mean the person(s), firm or company, who offers a tender or quotation duly signed in response to this Notice Inviting Tenders (NIT) issued by University and shall include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s) firm or company.
- d) The number of students mentioned in NIT is indicative and actual number will be mutually agreed to by University and Service Provider. However, University reserves the right to order part quantity at its sole discretion.
- e) All tender documents shall be in English language. All other information shall also be supplied by the service provider in English language. All quoted prices shall be indicated by provider both in figures and words and where there is difference between quoted in figures and quoted in words, the prices quoted in words shall prevail. Tenders should be duly signed on all pages by the proprietor of the service provider or by legally authorized representative, in longhand along with the firm’s/ company’s seal. No oral, telephonic or telegraphic tenders or modifications in the tenders shall be considered under any circumstances.
- f) University reserves the right to accept at their sole and unfettered discretion any tender for whole or part quantities or reject any or all tenders without assigning any reason thereof. No claims for compensation or otherwise whatsoever will be considered by university from the tenderer.
- g) If a tenderer resorts to any frivolous, malicious or baseless complaints/ allegations with an intent to hamper or delay the tendering process or resorts to canvassing/ rigging/ influencing the tendering process, University reserves the right to debar such tenderer from participation in the present/ future tenders up to a period of 2 years.
- h) The tenderers shall not be entitled to claim any cost, charges or incidentals for or in connection with the preparation and submission of the tenders.
- i) University reserves the right to split the tender in whole or in part at its sole discretion without assigning any reason and can place the Purchase Order(s) on more than one service provider.
- j) University reserves the right to reject the tender on receipt and/or on evaluation, if the past performance of the tenderer has not been found satisfactory.
- k) Tenderer shall quote rate in Rs.(INR) only.
- l) All entries in the tender documents should be in Ink/Typed. Corrections, if any, should be attested by full signature of tenderer. Every page of tender documents shall be signed by the tenderer or his authorized representative.
- m) Purchaser reserves the right to issue any corrigendum to the tender even upto five days prior to the due date of opening of the tender. Tenderers are also advised to check the website for the purpose of submitting their e-bids or revising their e-bids, whether any such corrigendum to the tender has been issued or not.
- n) The firms submitting the e-bid should indicate the details of the digital signatures, name, user id etc of their Authorised representative signing the tender or any other documents connected therewith.
- o) The e-bids shall be kept valid for acceptance for a minimum period of 90 days from the date of opening of the tender. In case the tenderer stipulates validity period of less than

90 days, the offer may be treated as unresponsive and is liable to be ignored. If necessary, the purchaser may obtain clarification on the offers on matters other than having financial implications by requesting for such information from any of the tenderers as considered necessary. Tenderer will, however, not be permitted to revise rates and any other terms and condition of offer which alter substance of the offers after the tenders have been opened.

- p) All tenderers are advised to indicate their Banker's name and account number in their offers. This information is needed for the purpose of payment against the contract through cheques, being issued with indication of bank account number. etc. to safeguard against misappropriation of cheque.
- q) Conditional bids or the bids not accepting the terms and conditions will be rejected.
- r) No tenderer/firm/company should have been blacklisted /debarred from participating or executing contract with any of PSU or Public Agency or Institution, as the case may be during the last 3 year for the reason whatsoever.
- s) Selected agency shall not assign or sublet contract or any part of it to any other agency in any form. In the event of doing so, it shall result in termination of empanelment and forfeiture of Security Deposit.
- t) The faculty/resource provided by the outsourced Institute (successful bidder) should possess requisite skill and experience.
- u) The agency shall indemnify Delhi Skill and Entrepreneurship University against all third-party claims of infringement of patent, trademark or licenses arising from use of the software or any part thereof in product delivered under this contract.
- v) The empanelled agency shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to Delhi Skill and Entrepreneurship University to concerned tax collection authorities from time to time as per the extant rules and regulations on the matter.
- w) DSEU will retain the absolute copyright and all such related rights including and not limited to rights for adaptations/ translation, reproduction, alteration and archiving without any restriction of time period to all such creative/content and their inputs which might be produced by the agency for executing a work and such creatives could be used in any such future campaigns that the University may consider appropriate.
- x) Performance of the Contract is governed by the terms and conditions of the Contract made at the time of awarding scope of work, however, at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then following clause of Contract shall become applicable.
- y) Any dispute, difference or question arising out of this agreement shall be settled amicably between the parties, failing which the same shall be referred to a sole arbitrator to be nominated by the Govt. of NCT of Delhi for arbitration under the Arbitration Conciliation Act 1996, and the place of arbitration shall be Delhi.
- z) Under these terms and conditions University may, by written notice terminate the Agency in the following ways –
 - a) Termination by Default for failing to perform obligations under the Contract or if the quality is not up to the specification/scope of work or in the event of non-adherence to time schedule.
 - b) Termination for Convenience in whole or in part thereof, at any time.
 - c) Termination for Insolvency if the Agency becomes bankrupt or otherwise insolvent.

aa) University shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the empanelled Company/ Firm/ Agency in the course of their performing the functions/ duties or for payment towards any compensation.