

अम्बेडकर विश्वविद्यालय दिल्ली



Ambedkar University Delhi

No. AUD/1-10(166)/2016-17/ Empanelment /

Dated : 26.08.2016

To,

Subject: Request for Proposal for empanelment of Publishers/ Distributors/ Agents for supply of library books to Ambedkar University Delhi

The Ambedkar University Delhi (AUD) invites proposals from competent & reputed Publishers/ Distributors/ Agents for empanelment for supply of books to AUD Library. The proposals are required to be submitted in a sealed cover addressed to the Librarian, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 so as to reach us on or before 16-09-2016 up to 02.00 pm, duly superscribing the work i.e “**Proposal for Empanelment of Publishers/ Distributors/ Agents for supply of books to AUD Library**” on top of the cover.

The proposal will be opened at 3.00 pm on the same day. Proposal format can be downloaded from our website ‘www.aud.ac.in’. Clarifications, if any, may be sought from the AUD Library on Telephone No 23865084. Any amendment/ extension of the last date of submission of proposals will be notified on the AUD website. Vendors, whose proposals have already been accepted for the supply of books for the year 2016-2017, need not apply again.

Publishers/ Distributors/ Agents should read the terms and conditions for empanelment carefully before sending their proposals.

Deputy Registrar (Admin)

Copy forwarded to:

1. Registrar, Ambedkar University Delhi
2. Controller of Finance, Ambedkar University Delhi
3. Librarian, Ambedkar University Delhi

AMBEDKAR UNIVERSITY DELHI

REQUEST FOR PROPOSAL FOR EMPANELMENT OF PUBLISHERS/ DISTRIBUTORS/ AGENTS FOR SUPPLY OF LIBRARY BOOKS TO AMBEDKAR UNIVERSITY DELHI

1. Appendix A : Technical and Financial Details
2. Appendix B : Undertaking
3. Appendix C : Contract Agreement

**Ambedkar University Delhi
Lothian Road, Kashmere Gate
Delhi – 110 006**

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

1. The Ambedkar University Delhi (AUD) intends to prepare a panel of Publishers/ Distributors/ Agents for supply of library books to AUD. The panel would be valid for a period of one year in the first instance, which may be extended by one more year on mutual consent.

2. **Parties:** The parties to the Contract are the Firm submitting proposal and the Ambedkar University Delhi (AUD).

3. **Eligibility Criteria:**

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

(a) The Publisher/ Distributor/ Agent should be in the field of supplying books for at least five years.

(b) The Publisher/ Distributor/ Agent should be serving major libraries like central universities, national level education and research institutions etc at least for the last five years.

(c) The Publisher/ Distributor/ Agent should represent a large gamut of subjects, publishers and languages of the interest to the AUD community.

(d) The Publisher/ Distributor/ Agent applying for empanelment should furnish all the particulars as per **Appendix A**.

(e) The Publisher/ Distributor/ Agent should have an annual turnover of Rs. 15 lakh in each of the last three financial years.

(f) Copy of PAN Number must be enclosed with the proposal.

(g) The applicant Firm must be an **Income Tax Assessee**, having filed returns in the last three assessment years.

(h) The Publisher/ Distributor/ Agent should not have been placed in defaulter category by any Central/ State Govt. department/ PSU.

4. **Scope of Work:**

AUD wishes to empanel reputed Publishers/ Distributors/ Agents etc. for supplying books to its Library.

5. Proposal Fee:

A non-refundable fee of Rs. 1,500/- towards Application will be charged. The fee in the form of Demand Draft/ Banker's Cheque drawn on any Scheduled Bank in favour of "Registrar, Ambedkar University Delhi" payable at Delhi should be submitted along with the proposal.

6. Earnest Money Deposit (EMD):

(a) The proposal must be accompanied by Earnest Money Deposit of Rs 10,000/- submitted in the form of Demand Draft/ Banker's Cheque drawn on any Scheduled Bank in favour of "Registrar, Ambedkar University Delhi" payable at Delhi.

(b) The EMD of unsuccessful Firms will be discharged/ returned to them after empaneling eligible Publishers/ Distributors/ Agents.

(c) Earnest Money is required to protect the purchaser against the risk of the Firm's conduct, which would warrant the forfeiture of the EMD. Earnest money of a Firm will be forfeited, if the Firm 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.

(d) The successful Firm's EMD will be forfeited without prejudice to other rights of the purchaser, if it fails to furnish the required performance security within the specified period.

(e) No interest will accrue on the EMD/ performance security deposit.

7. Performance Security:

(a) The Publisher/ Distributor/ Agent selected would be required to furnish a Performance Security Deposit of Rs 10,000/- in the form of Demand Draft/ FDR/ Bank Guarantee from any Scheduled Bank in favour of "Registrar, Ambedkar University Delhi" payable at Delhi.

(b) In case the Performance Security is submitted in the form of Bank Guarantee, the same should be valid for a period of 2 (two) months beyond the date of expiry of the contract. AUD reserves the right to ask for performance guarantee extension if contractual obligations are not fulfilled.

8. Criterion for Evaluation of Proposals:

- (a) The proposal will be first assessed on the basis of criteria given in the Para 3 above.
- (b) If all the qualifying criteria are fulfilled, the proposal will be assessed on the basis of the discount offered by the Publishers/ Distributors/ Agencies.

9. Right of Acceptance and Other Provisions:

- (a) The acceptance of the proposal rests with AUD. The university is not bound to accept the lowest proposal and reserves the right to accept or reject any or all the proposals without assigning any reasons thereof. AUD also reserves the right to modify and/ or relax, any terms & conditions of this proposal document to safeguard its interest.
- (b) Mere fulfillment of eligibility conditions prescribed does not entail a Publisher/ Distributor/ Agent to be included in the panel. Decision of the AUD in all matters related to empanelment shall be final.
- (c) AUD reserves the right to black list a defaulting Publisher/ Distributor/ Agent.
- (d) AUD reserves the right to keep or remove any Publisher/ Distributor/ Agent on the approved panel etc. for any administrative reason.
- (e) No Publisher/ Distributor/ Agent shall have the sole right to supply books/ publications. AUD Library reserves the right to procure books/ publications either from any of the empanelled Publishers/ Distributors/ Agents or suppliers/ publishers and/or their authorized distributors outside the panel.
- (f) AUD reserves the right to place order for supply of e-books/ databases either with empanelled Publishers/ Distributors/ Agents or directly with the publisher and/or publisher's authorized dealers.
- (g) AUD's decision in all matters related to procurement of books shall be final and binding on all concerned.
- (h) Any inquiry after submission of the proposal will not be entertained.
- (i) Any failure on the part of the Firm to observe the prescribed procedure and any attempt to canvas for the purchase order will prejudice the Publisher/ Distributor/ Agent's proposal.
- (j) AUD reserves the right to cancel the proposal process without assigning any reason whatsoever, at any stage.

10. Discounted Rates:

The Publisher/ Distributor/ Agent is required to quote discounted rates in respect of following items:

Sl. No.	Items	Base Discount by AUD	Level fixed
1.	English Medium Books (Foreign/Indian)	20 %	
2.	Hindi Medium Books	30 %	
3.	Books in Indian languages other than Hindi	20 %	
4.	Books in Foreign Languages other than English	10 %	
5.	Central Govt./ State Govt. Publications	10 %	
6.	Short Discount Titles	-	
7.	No Discount Titles	-	
8.	Books procured from abroad against specific orders	20 %	
9.	Learned Societies Publications/Other institutional	10 %	
10.	Remainder Books / Foreign English Medium Books Published more than six years ago	50 %	
11.	Foreign English Medium Books Published more than three years ago	30 %	
12.	Reprint Editions/ Low Priced Publications published in foreign countries/ published in India	20 %	
13.	Multi-volume sets of Indian English Medium Books	35 %	
14.	Multi-volume sets of Foreign English Medium Books	35 %	
15.	Reference Sources (published in foreign countries/ published in India)	20 %	

11. Proposals:

(a) The Publishers/ Distributors/ Agents will be required to quote maximum discount allowable by them in the table given in Appendix A.

(b) Publishers/ Distributors/ Agents are encouraged to apply for all the above categories as finalized by the Library Committee. However, they can apply for specific area or subject or discipline or languages, in case of operational difficulty.

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 AUD and in the case of e-books, on the date of advance payment or placing order for the same.

13. On Empanelment:

- (a) All successful Publishers/ Distributors/ Agents, who fulfill the terms and conditions for empanelment will be informed by the AUD by a letter to this effect. The Publishers/ Distributors/ Agents will be placed on the panel for a period of one year, which can be extended for a further period of one year based on the satisfactory performance.
- (b) The successful Publishers/ Distributors/ Agents shall sign a contract agreement with AUD for the above period.
- (c) After receipt of empanelment letter, the Publisher/ Distributor/ Agent shall be eligible for quoting rates as and when asked for.
- (d) The empanelled Publishers/ Distributors/ Agents may visit the AUD campus and interact with teachers and academics on a regular basis, after seeking an appointment, to assess their requirements. The newly published books and catalogues of their interest may be shown and requisitions for purchase of books collected in the requisition format.
- (e) AUD may ask the empanelled Publishers/ Distributors/ Agents to arrange for book exhibitions and displays in the campus as per its requirements. They may also be asked to supply books, which the University or AUD Library would identify through other channels.

14. Method of Procurement of Books:

- (a) If a faculty member wishes to select certain books offered by an empanelled Publisher/ Distributor/ Agent, approval of the respective Dean needs to be obtained for the same. Thereafter, an order will be given by the Librarian to that empanelled Publisher/ Distributor/ Agent for supply of books at discounted rates, as quoted at the time of empanelment.
- (b) For procurement of books directly by the Library on written recommendations of faculty etc, the Librarian will place an enquiry with minimum five six empanelled Publishers/ Distributors/ Agents or more, based on his judgment for the required titles and number of copies of each thereof, by e-mail.
- (c) The empanelled Publishers/ Distributors/ Agents have to respond within two working days only by e-mail, giving out the following details:
 - (i) Number of copies available :
 - (ii) Unit price (in original currency) :
 - (iii) Discount offered (The discount can be revised upward only from pre-committed discount) :
 - (iv) Shipping time/supply time :
 - (v) Validity of quoted price(s), etc.

(d) A proforma for the same will be provided by AUD to the empanelled Publishers/ Distributors/ Agents.

15. Purchase Order :

The Library will place purchase orders with the empanelled Publisher/ Distributor/ Agent(s), who offer the highest discount, and minimum time period as applicable, for the available latest/ Indian edition/ PB. The Publisher/ Distributor/ Agent is required to quote discounted rate over and above the minimum (Base Level) discount, subject to the following:

(a) If two or more empanelled Publishers/ Distributors/ Agents offer the same discount or same time period, an approximate equal distribution of the purchase order(s) will be made amongst them.

(b) Supply of books will be made strictly against the purchase orders only.

(c) 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. It should preferably be sent through e-mail.

(d) 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.

16. Supply of Books:

(a) Only latest and economical editions/ soft bound/ paper bound books are to be supplied, if not otherwise specified.

(b) 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, 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 will be acceptable to the AUD in support of price verifications.

(c) 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.

(d) The Publisher/ Distributor/ Agent shall submit the approval memo containing the complete bibliographical details of the document(s) in original along with (electronic file). The Publisher/ Distributor/ Agent should ensure that name, designation and department of

recommending authority are clearly mentioned on the approval memo.

17. Time Schedule for Supply of Books:

(a) The supply of books must ordinarily be completed within the following time frame:

- (i) Indian books - 21 days
- (ii) Foreign books - 45 days

(b) However, the Publisher/ Distributor/ Agent may seek additional time by sending a written request to the Librarian, AUD if the delivery is expected to be delayed due to circumstances beyond his/ her control.

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

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

(b) If the empanelled Publisher/ Distributor/ Agent(s) to whom the order has been placed fail to supply the entire order or any part of the order or not provide online access on receipt of order within the stipulated time frame, without providing satisfactory justification for such delay, the empanelled Publishers/ Distributors/ Agents will be charged with liquidated damages.

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

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

19. Penalty: In the event of the Publisher/ Distributor/ Agent failing to:

- (i) Observe or perform any of the conditions of the purchase order as set out herein; or
- (ii) Execute the order in good condition to the satisfaction of AUD or by the time fixed by AUD.

(a) It shall be lawful for AUD, in its discretion, in the former event to remove or withhold any part of the order, until such times as it may be satisfied that Publisher/ Distributor/ Agent is able to do and will duly observe the said conditions and in the latter event to reject or remove as the case may require any order executed otherwise than in a good condition and to the satisfaction of AUD and by the time fixed by it and in both or either of the events aforesaid to make such arrangements as it may think fit for the execution of the order so removed or order in lieu of that so rejected or removed as aforesaid on account and at the risk of the Publisher/ Distributor/ Agent.

(b) Provided further that if in either event, any excess cost be incurred by reason of the difference between the prices paid and the accepted rates, AUD may charge the amount of such excess cost to the Publisher/ Distributor/ Agent and the same may at any time thereafter be deducted from any amount that may become due to the Publisher/ Distributor/ Agent under this or any other contract, or maybe demanded of him to be paid within fourteen days to the credit of the AUD.

(c) 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 AUD. In the event of the delivery of any defective item, which owing to urgency or for any other reason cannot be wholly rejected, AUD shall have the power to deduct from any payment due to the Publisher/ Distributor/ Agent such sum as it may deem expedient.

(d) **Books** : If the Publisher/ Distributor/ Agent fails to deliver any or all of the books or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/ Consignee shall, **without prejudice to other rights and remedies available to the Purchaser/ Consignee 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 or performance, subject to a maximum of 10% of the contract price.** Once the maximum liquidated damages/ or a period of 28 days, whichever is earlier, are reached, AUD may consider termination of the contract.

(e) In the event of supply of books being wholly rejected, AUD may at its discretion may either:

(i) Permit the Publisher/ Distributor/ Agent to supply the same within such time as it may specify at Publisher/ Distributor/ Agent's own cost of all sorts i.e. materials, labour, overheads, transportation etc;

or

(ii) Arrange to get the additional supply obtained elsewhere and by any other person or from any other source than the Firm/ Publisher/ Distributor/ Agent in which case the amount of extra cost, if any, shall be recovered from the contractor in the manner provided in sub-clause(b) of this clause.

20. Statutory Obligations.

(a) 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.

(b) The Publisher/ Distributor/ Agent shall at all times indemnify and keep indemnified AUD and its officers, employees, agents and students from and against all third party claims whatsoever and the Publisher/ Distributor/ Agent shall at his own cost and initiative at all time, maintain all liabilities under Labour Laws and/or any other relevant Industrial Legislation, which is in force from time to time.

21. Breach of Terms and Conditions :

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

22. 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.

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

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

24. Terms of Payment:

(a) The Books are to be supplied by the Publisher/ Distributor/ Agent at AUD Library on specified address.

(b) Payment shall be made through NEFT transfer only.

(c) AUD 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.

25. Force Majeure:

(a) 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.

(b) 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.

(c) 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.

26. Arbitration:

(a) If dispute or difference of any kind shall arise between the AUD 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.

(b) If the parties fail to resolve their dispute or difference by such mutual consultation, the same shall be referred to the sole arbitrator, to be appointed by the Vice Chancellor, AUD at Delhi as per the provisions of the Indian arbitration and Conciliation Act, 1996 and the rules framed there under. His/ Her decision will be final & binding on both the parties. The venue of arbitration shall be Delhi, India.

(c) All legal disputes shall be subject to the jurisdiction of Delhi courts only.

Technical & Financial Details

Advertisement No. and Date				
Wish to Supply		BOOKs		
Name of the Proprietor/Partner/Director:				
Name of the Firm (with complete postal address, fax, telephone, mobile number, email): (Email and Mobile number are necessary):				
Year of starting of the Firm:				
VAT Registration No. (enclose copy)				
PAN/TAN No. (enclose copy)				
Member of the Publishers' Associations (enclosed copy of membership proof):				
Annual Turnover certified by Chartered Accountant for (Please attach IT returns and certified copies of balance sheet indicating turnover for the last three years)				
Financial Year	2013-14	2014-15	2015-16	
Turn Over				
Important University Level Clients (attach at least one copy of the latest purchase Order from each of them and letters of appreciation):				
Please furnish an undertaking on your company letter head that you have not been debarred/ blacklisted from any Govt., Semi Govt, Aided, University or any other institution/ department as per Appendix B.				
Major Publishers represented :				
Important Subject Areas:				

Languages you are dealing with:	
EMD of Rs. 10,000/- in favour of "Registrar, Ambedkar University Delhi" Draft No. & date	
Application fee (non-refundable) of Rs 1,500/- in favour of "Registrar, Ambedkar University Delhi" Draft No. & date	

Sl. No.	Items	Base Level Discount fixed by AUD	Discount Offered by the Publisher/ Distributor/ Agent
1.	English Medium Books (Foreign/Indian)	20 %	
2.	Hindi Medium Books	30 %	
3.	Books in Indian languages other than Hindi	20 %	
4.	Books in Foreign Languages other than English	10 %	
5.	Central Govt./ State Govt. Publications	10 %	
6.	Short Discount Titles	-	
7.	No Discount Titles	-	
8.	Books procured from abroad against specific orders	20 %	
9.	Learned Societies Publications/Other institutional	10 %	
10.	Remainder Books / Foreign English Medium Books Published more than six years ago	50 %	
11.	Foreign English Medium Books Published more than three years ago	30 %	
12.	Reprint Editions/ Low Priced Publications published in foreign countries/ published in India	20 %	
13.	Multi-volume sets of Indian English Medium Books	35 %	
14.	Multi-volume sets of Foreign English Medium Books	35 %	
15.	Reference Sources (published in foreign countries/published in India)	20 %	

Signature of the Proprietor/ Authorized Signatory

Rubber Seal indicating complete address

Place :

Date :

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 or reputed private institutions 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 Firm/agency _____

Seal of the Firm/Agency _____

Place:

Date: _____

**Agreement to be signed for empanelment of Publishers/ Distributors/
Agents for supply of library books to
Ambedkar University Delhi**
<Stamp paper of requisite amount>

**Agreement for empanelment of Publishers/ Distributors/ Agents for supply of library
books to AUD Library**

This agreement is made on _____ 2016 between the Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 hereinafter referred to as "AUD", 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 providing total solution for supply of books to AUD Library as per the terms and conditions mentioned in the AUD request for proposal (RFP) issued vide No. AUD/ _____. Whereas such RFP has been accepted and the Contractor has deposited with the issuing Authority the sum of Rs. _____ (Rupees _____ only) 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 AUD may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of AUD 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 AUD, which certificate shall be conclusive evidence of the amount of such compensation payable by the Contractor to the AUD.
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 AUD may cancel the contract at any time upon giving one month's notice in writing without compensating the Contractor.

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

6. The AUD 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 AUD 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 AUD, 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.

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
Ambedkar University Delhi

Authorised Signatory

Witness 1 _____

Witness 2 _____

For and on behalf of
M/s _____

Authorised Signatory

Witness 1 _____

Witness 2 _____