



**DIRECTORATE OF DISTANCE & ONLINE EDUCATION (DD&OE)**  
**UNIVERSITY OF JAMMU**  
**IAMMU-180006**

**NOTICE INVITING TENDER**

IF THERE IS DIFFERENCE IN ANY INFORMATION/DATA MENTIONED IN THE TENDER DOCUMENT AND UPLOADED IN THE JK TENDERS PORTAL, THE INFORMATION/DATA UPLOADED IN JK TENDERS PORTAL SHOULD BE TREATED AS FINAL.

Tender Reference No:DD&OE/Adm/23/93  
Dated: 17-04-2023

Online Technical & Financial Bids (separately) are invited from eligible Vendors across India on behalf of the **Director, Directorate of Distance & Online Education (DD&OE)** for **Setting up of End to End Solution based Digital Studios (02 No.)** at **Directorate of Distance & Online Education (DD&OE), University of Jammu**, Tender form is available at [jktenders.gov.in](http://jktenders.gov.in) and Notice Inviting Tender (NIT) is available at [www.distanceeducationju.in](http://www.distanceeducationju.in). **Manual bids shall not be accepted under any circumstances.**

<b>Nature of Work</b>	<b>Setting up of End to End Solution based Digital Studios (02 No.) at Directorate of Distance &amp; Online Education (DD&amp;OE). University of Jammu.</b>
<i>Estimated cost</i>	To be quoted by the Bidder
<i>Completion time Period of Contract</i>	4 Months (120 days)
<i>Earnest Money Deposit</i> (EMD to be submitted in online mode only (NEFT/RTGS) as per the following details:  <b>Tender Cost:</b> Account No. <b>0345040100005227</b> IFSC Code: <b>JAKAOCANAAL</b> Name of the Bank: <b>Jammu &amp; Kashmir Bank Limited.</b> Address of the Bank: <b>New University Campus, University of Jammu</b>	<b>Rs. 3 Lakh (Rupees Three Lakh only).</b>  <b>Rs. 5000/-</b> Bidders registered with NSIC/MSME are exempted from EMD. Those who are claiming exemption shall upload a copy of NSIC/MSME certificate.
<i>Starting Date &amp; Time of Uploading of Bids</i>	17-04-2023 at 1700 hours.
<i>Last Date and Time of uploading of Bids</i>	08-05-2023 upto 1400 hours.
<i>Date and Time of opening of Technical Bid</i>	10-05-2023 at 1500 hours.
<i>Date &amp; Time of the Opening of the Financial Bid</i>	Will be intimated in due course of time.
<i>Bid validity</i>	90 days from the date of opening of Technical Bid.

Interested bidders may view and download the tender document containing the detailed terms & conditions from the website [jktenders.gov.in](http://jktenders.gov.in)

**Note:**

- 1) The Civil/ Electrical work shall be monitored by University Works Department on behalf of Directorate of Distance & Online Education (DD&OE).
- 2) The equipment shall be verified by the Technical Verification Committee of University of Jammu.

## **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person indicated in the tender document. The contact number for query, if any, related to tender document is **9419193745/9419353149** (10:00 AM to 5:00 PM).
- 2) In case of technical query not resolved by CPP Portal Helpdesk, you may contact Nodal Officer, eProcurement, DD&OE at : **9419193745/9419353149**.

**Terms and Conditions**

**ELIGIBILITY CRITERIA TO QUALIFY TECHNICAL BID: SCANNED COPIES OF ALL DOCUMENTS ARE MANDATORY**

- 1) Tender cost of Rs. 5000/- in shape bank receipt of Bank Account No.0345040100005227 in favour of Director, Directorate of Distance Education shall be scanned online while submitting the Bid. Those who are claiming exception should upload MSME Certificate. Certificate for exemption of EMD to be uploaded.
- 2) The vendor must be the Indian Registered company.
- 3) The vendor must have valid GST Registration and PAN number allotted by the respective authorities.
- 4) Company should have work experience related to establishment of Digital-cum-Recording studios on turnkey basis (Auditoriums/ Video Conferencing etc)
- 5) Similar nature of work (Civil, Electrical work, Audio & Video in Video Conferencing etc) all Composite work. Executed in Govt./ Private Educational institutes. (Scanned copies of work experience is mandatory failing which tender shall be straightway rejected.
- 6) Scanned copy of earnest money in shape of CDR/FDR amounting to Rs. 3 lakhs duly pledged in favour of Director, Directorate of Distance Education issued by Nationalized/ Scheduled Bank.
- 7) The Vendor should be having an Average Turnover of atleast 30 Lakh for the last three financial years.
- 8) Duly notarized Affidavit on Rs. 100/- Non-Judicial Stamp Paper *inter alia* stating that the firm is not black-listed by any other Government Organization/Government Agency. The stamp paper purchase date and the notarization date shall be within the period of the starting date and last date for the uploading of the Technical Bid. It is further clarified that the undertaking shall not be considered in any manner.
- 9) Brief Profile of the Company.
- 10) The Vendor must be OEM, exclusive authorized distributor or company having experience & dealing with such nature of work of establishment of Recording-cum-Digital Studios on turnkey basis (Self-declaration of being the OEM/ authorization certificate from OEM. Authorization Certificate of major components shall be attached)
- 11) Time extension: Suitable time extension shall be granted in case of increase in scope of work and in the event of delay beyond the control of contractor to be determined by the Department. A GST return statement for last 3 years duly audited by the C.A.
- 12) Safety: The Contractor shall be responsible for safety of all activities at site of work.

**Documents required from seller:**

Experience with Government, Past Performance, Annual Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover

**Buyer Specific Additional Terms and Conditions:**

S.N.	TERMS AND CONDITIONS
1	<b>Bidder financial standing:</b> The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
2	<b>Manufacturer authorization:</b> Wherever Authorised Distributors are submitting the bid, Manufacturers Authorization Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
3	Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
4	Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods
5	<b>Bidder Turn Over Criteria:</b> The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria
6	<b>OEM Turn Over Criteria:</b> The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.
7	<b>IMPORTED PRODUCTS:</b> In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.
8	<b>Availability of Service Centres:</b> Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service centre is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
9	<b>Dedicated /toll Free Telephone No. for Service Support:</b> BIDD&OER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
10	<b>Escalation Matrix for Service Support:</b> Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

11	Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any
12	Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.
13	The bidder is required to upload, along with the bid, all relevant certificates such as BIS license, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
14	For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed. b. Execution certificate by client with order value. c. Any other document in support of order execution like Third Party Inspection release note, etc.
15	The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria: (i) Single order of at least 35% of estimated bid value; or (ii) Two orders of at least 20% each of estimated bid value; or (iii) Three orders of at least 15% each of estimated bid value. Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion
16	Turnkey Project work : Supply, Installation, Testing and Commission of complete job work.
17	Supply of all acoustic material, Electrical material, wooden material, Light, Switch and all electronic equipment as per approved Design and drawing of Work. It will be Turnkey complete single Job work.
18	All supply equipment maintenance will be form same company for further 5 years. The separate contract will be awarded along with Supply order and payment will be done on yearly basis.
19	All the equipment will be with 3years warranty through trained manpower for the operation of all equipment's (2 No. for 2 Years).
20	The company should furnished the trained manpower details also the company should have experience of such work experience. Work experience should be attached along with Tender document.

## **Specifications of Equipments:**

### **1. Full HD 1080p PTZ Camera**

Plug: EU

Input: AC 100-240V 50Hz

Output: DC 12V 2A

Sensor: 1/2.7" HD CMOS

Effective Pixel: 2.1 Mega Pixel

Video Output(SDI/HD): 1080P60/50/30/25,1080I60/50,720P60/50/30/25

Lens: 20X Optical Zoom Lens, F1.8~F3.5,f=4.7~94mm, 12X Digital Zoom

View Angle: 58°(wide angle)~ 3.2°(distal)

Min. Illuminance: 0.5Lux

Focus: Auto & Manual

White Balance: Auto/Manual/Indoor/Outdoor/ATW/2800K^9000K

Aperture: Auto & Manual

Shutter: Auto

SNR: >52dB

Flip: Support Horizontal / Vertical Flip

HD Video Interface: HD/HD-SDI(3G)

Rotation Angle: Horizontal: ±170°; Vertical: -30°~ 90°

Pan Speed: 0.1~100°/ sec

Tilt Speed: 0.1~60°/ sec

Digital Noise Reduction: 2D & 3D

Storing Temperature: -10°C to +60°C

Working Temperature: 0°C to +45°C

### **2. Full HD 1080p Video Mixing, Switchinh, Recording and Streaming Console, Input - 2 HDMIU, 4 SDI and Output - 1 Multi Viewer, 1 PGM, DS Card Recording, You tube, Face book direct streaming.**

#### BRIEF DESCRIPTIONS

HD video switcher with 4 channels of SDI and 2 channels of DVI-I / HDMI total 6 channels of high-definition video signal processing capabilities. The NL-HD6 special effects switcher core layer adopts a pure hardware architecture, which has the advantages of fast booting speed, high stability, strong processing capability, and expandable functions. Integrated multi-screen preview, multi-scene effect switching, multi-channel audio mixing, support characters and logo overlay and T-type fade

#### FEATURES

- Media management function, support 2 channels of USB media playback,
- select to play video or picture Support PIP function, sub-window size,
- position can be adjusted freely, border thickness and color can be set
- The configured liquid crystal display panel can conveniently
- set various parameters of the device and display the working status of the
- device in real time. Support RS422 interface docking camera,
- support UMD protocol Support SD/HD/3G signal format.

- 2-channel PGM output, 1-channel SDI output AUX Support multiple pre-monitoring modes
- 1 channel XLR balanced audio input; 1 channel XLR balanced audio output; support
- SDI audio de-embedding, external audio and SDI/HDMI de-embedded audio
- can be assigned output, support audio follow-up and mix switching function
- Support MIX/FADE/WIPE switching effects; support CUT hard cut, AUTO automatic switching and FTB emergency switching; switching rate can be set1 set of KEY,
- support brightness key, chroma key, pattern key.

**3. Hand Writing Extraction. Teacher writing on normal white board will be extracted along with Teacher video in overlap with single camera.**

**Fixed Area Cropping**

Crop the static area of the whole view at once.

**Intuitive Web-based User Interface**

Supports Google Chrome Ver. 70 or later.

**HDMI IN 1**

Up to 4K 30p (3840 × 2160/29.97P, 25P)

**HDMI IN 2**

Up to FHD 60p (1920 × 1080/59.94P, 50P)

**HDMI OUT 1**

[EDID]: Automatically determine and output a video image that is compatible with the connected output device.

Up to 4K 30p (3840 × 2160/29.97P, 25P)

**HDMI OUT 2**

[EDID]: Up to FHD 60p (1920 × 1080/59.94P, 50P)

**Network (LAN)**

RJ-45 (1000BASE-T)

**DC power input**

12V5A (required 3rd party AC Adapter)

**MIC IN**

Stereo, 0.14 inch mini jack

**HDMI Embedded Audio**

Supported

**RTSP, RTMP streaming**

H.264 (Up to 1920 30P)

**IPv4, IPv6**

Internet Protocol version

**Role-based Authorization**

Access permissions of one administrator and nine general users

**Access Restrict**

Configure the security function to restrict the computers that can access the unit

**4. Chroma Key-les application for Video recording studio. No need of Green mask, we can give back drop of any image, PPT or video of live video capture from camera.**

## 5. Camera Joystick remote control

### Communication

RS-485, RS-422, RS-232, IP, Micro USB for firmware upgrades

### Baud Rate

2400, 4800, 9600, 19200, 38400 bps

### User Interface

#### Display

OLED display screen

#### Camera Shortcut Channel

7

#### Rotation Button

3

#### Joystick

1

#### Camera Control

#### UDP Port

08090

#### Cam ID

1 to 7 and more (255\* max.)

#### Control Protocol

VISCA, SONY VISCA ,Pelco D/P, UDP, IP (VISCA over IP)

#### System

#### Operating Temperature

0°C ~ 40°C (32°F ~ 104°F)

#### Dimensions

#### Power Source

DC 12V/2A

AC 100 – 240V

#### Power Consumption

24 W

#### Application

Indoor

#### Warranty

3 years

#### Package Content

User manual

4-pin RS485 terminal

power adapter

## 6. 8 input digital audio mixing console

Hardware Interface	USB
Power Source	Corded Electric

**Number of Channels 32**



## Item Dimensions

LxWxH

## Item Weight

Connectivity                      USB  
Technology

- 32 input (24 mic/line, 6 line, USB stereo), 16 output
- Display: 10" (254mm) diagonal, 1024 x 600 pixel, color TFT, capacitive multi-touch sensing
- Touch-screen controlled, digital, sound reinforcement mixer.
- item weight: 11567.0 grams

**Number of Channels                      16**

## Item Dimensions

LxWxH

## Item Weight

Connectivity                      Auxiliary, USB  
Technology

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### About this item

- 20 Full Function Inputs: 12 Mic, 4 Mic/Line (XLR/TRS Combo), 2 Stereo Line (TRS), Talkback (XLR), USB 2-track
- Outputs: 6 Aux (XLR), 2 Stereo (TRS), Main R/L (XLR), Cue (TRS), Monitor (TRS)
- TRS Aux outs drive wired in Ear Monitors (IEM) directly
- 4-band full parametric EQ, variable high-pass and low-pass filters on all input channels
- Gate and compressor on all input channels

## 7. Wireless Microphone Hand held

Batteries	2 AA batteries required. (included)
Colour	Black
Compatible Devices	Radio
Material	Metal
Battery Type	NiMH
Colour Screen	No
Power Source	Battery Powered

## 8. Accoustic Speaker

Special Features	Recommended power 25-75W, Enclosure type 2-way reflex, Frequency response 64Hz-22kHz, Crossover frequency 2.9kHz, Treble unit 25mm, Average impedance 6ohm, Bass unit 125mm, Sensitivity 86db
Speakers Maximum Output Power	75 Watts
Speaker Connectivity	Wired
Wattage	30.00
Batteries Included	No
Batteries Required	No
GSM frequencies	2900 Hz
Connector Type	Wired
Mounting Type	Tabletop
Includes Rechargeable Battery	No
Remote Control Included?	No

## 9. AMPLIFIER

## 10. 48" & 65" Led TV

In The Box	User Manual Power Cable Remote Controller Batteries (For Remote Control) TV Unit
Display Size	121 cm (48 inch)
Screen Type	LED
HD Technology & Resolution	Full HD, 1920 x 1080
Smart Tv	No
HDMI	2
USB	2
<b>Video Features</b>	
Contrast Ratio	1000000:1 (Static)
Picture Engine	Hyper Real Picture Engine
LED Display Type	Edge
Refresh Rate	100 Hz
Other Video Features	Film Mode Wide Color Enhancer (Plus)
<b>Audio Features</b>	
Number of Speakers	2
Speaker Type	Down Firing + Base Reflex
Sound Technology	Dolby MS10 / MS110
Speaker Output RMS	20 W
Other Audio Features	DTS Premium Sound / DTS Premium Sound 5.1: DTS Premium Sound DTS Studio Sound / DNSe+: DTS Studio Sound Sound Capture
<b>Smart Tv Features</b>	
Teletext	Yes
<b>Connectivity Features</b>	
USB	USB 2.0
Component In (RGB Cable)	1 Component Input (Y / Pb / Pr)
Composite In (Audio Video Cable)	1 Component Input (Y / Pb / Pr)
Audio Out	1
RF Connectivity Input	1
<b>Remote Control Features</b>	
RF Capable	Yes
<b>Power Features</b>	
Power Requirement	AC 100 - 240 V, 50/60 Hz
Power Consumption	113 W, 0.5 W (Standby)

## Convenience Features

Other Convenience Features Best-in-class Durability, Game Mode, Indian Cinema Mode, Cricket Mode, Story Replay, Auto Channel Search, Sports Mode

### Dimensions

Width x Height x Depth  
(without stand)

Weight (without stand)  
Width x Height x Depth  
(with stand)

Weight (with stand)

Stand Type

### Additional Features

Triple Protector

Analog Tuner

Bezel Type: VNB

Design: R-chamfer

Front Color: Black

OSD Language: Local

Embedded POP

Screen Capture

Analog Clean View

GUI: Single

Connect Share (USB 2.0)

Slim Type: Slim

Digital Clean View

## **11. PC Servers with NAS Drive for Video file store & editing**

<b>CPU Type</b>	Intel Xeon
<b>Processor</b>	<ul style="list-style-type: none"><li>Intel Xeon 5218R (2nd Gen, 20Core) Processor</li><li>Processor Speed : 2.1 GHz</li></ul>
<b>RAM Capacity</b>	2 x 32GB
<b>Hard Disk Capacity</b>	3 X 1.2TB
<b>Warranty</b>	3 Years

## **12. Gooseneck Mic**

FREQUENCY RESPONSE	30-20,000 Hz
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IMPEDANCE	200 ohms
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ACCESSORIES	AT8534 wall/ceiling plate power module; AT8109(WH) two-stage foam windscreen
ELEMENT	Fixed-charge back plate, permanently polarized condenser
POLAR PATTERN	Cardioid
OPTIONAL INTERCHANGEABLE ELEMENTS	ESE-O omnidirectional (360°) ESE-H hyper cardioid (100°) ESE-ML MicroLine (90°)
LOW FREQUENCY ROLL-OFF	80 Hz, 18 dB/octave
OPEN CIRCUIT SENSITIVITY	-40 dB (10.0 mV) re 1V at 1 Pa
OUTPUT CONNECTOR	Screw-terminals
PHANTOM POWER REQUIREMENTS	11-52V DC, 4 mA typical
MAXIMUM INPUT SOUND LEVEL	128 dB SPL, 1 kHz at 1% T.H.D.
SIGNAL TO NOISE RATIO	68 dB, 1 kHz at 1 Pa
SWITCHES	Flat, roll-off; 0 dB, +10 dB gain setting
DYNAMIC RANGE	102 dB, 1 kHz at Max SPL
AUDIO-TECHNICA CASE STYLE	M41

### **13. Lapel Mic g**

Batteries	2 AA batteries required.
Compatible Devices	Laptop, Personal Computer, Camera, Amplifier, Headphone
Connector	USB, 3.5 mm Jack
Number of Strings	4
Material	Metal
Power Source	Battery Powered

**AFFIDAVIT**

**Certified that:**

- 1. I have read all the terms and conditions regarding setting up of 02 Digital Studios in DD&OE, and hereby agree to abide by them.
- 2. I understand that the above information provided by me is correct. In case any of the information is found to be false/misleading at any stage, my Tender/my Firm is liable to be rejected/de-empanelled, as the case may be, apart from any administrative action that the University may initiate against me/my firm.

Signature:.....  
(With date)

Name:.....

Seal :.....

**DECLARATION**

I hereby confirm that the information given above in the application form is true to the best of my knowledge and belief.

Signature : .....

Name : .....

Seal : .....

Place : .....

Date : .....

**Note:**

- 1. All uploaded photocopies of required documents should be self-attested with seal.
- 2. Photocopy duly signed and seal of the Ownership/Lease/Registered Rent Agreement of the Firm premises must be uploaded.
- 3. Please upload details of other units (if any) separately.
- 4. Bidders are required to fill up all the columns failing which their Technical Bid shall be disqualified.

**DIRECTORATE OF DISTANCE & ONLINE EDUCATION (DD&OE)**  
**UNIVERSITY OF JAMMU**  
**JAMMU-180006**

**OTHER TERMS & CONDITIONS FOR SETTING UP OF END TO END SOLUTION BASED**  
**DIGITAL STUDIOS (02 NO.) AT DIRECTORATE OF DISTANCE & ONLINE EDUCATION**  
**(DD&OE), UNIVERSITY OF JAMMU**

The Other Terms and Conditions for Setting up of 02 Digital Studios are as follows:

1. **SECURITY DEPOSIT of Rs. 4 Lakhs (Rupees Four Lakhs only)** in the form of CDR/FDR in favour of DDE should be furnished.
  - a) The Security Deposit can be forfeited by the order of the Director, DD&OE, in the event of any breach or non-observance of any of the terms and conditions of the contract. On the expiry of the contract, such portion of the said security as may be considered by the Director, DD&OE, sufficient to cover an incorrect or excess payment made on the bills of the vendor, shall be retained by the University until the final settlement.
  - b) Any sum of the money due and payable to the Contractor(s) including Security Deposit refundable to him/them under this Contract may be appropriated by DD&OE and set off against any claim of DD&OE in respect of any sum of money arising out of under any other Contract(s) made by the vendor with DD&OE and for such purpose DD&OE shall be entitled to realize such securities forming the whole or part of any such Security Deposit in any manner whatsoever as DD&OE may think fit.
  - c) The security deposit shall be released by the University only after completion of the contract period. No interest will be paid on the Security Deposit.
  - d) Acceptance of offer shall be communicated in writing.
  - e) The terms and conditions of this agreement shall be applicable on all jobs i.e. setting up of 02 Digital Studios which shall be assigned by DD&OE, as per its requirements from time to time.
2. **CONTRACT PERIOD:** The Contract (as also the schedule of rates finalized) shall be initially valid for a period of 18 months from date of Notification. The same may be extended further one year or more as per the exigency at the sole discretion of the Competent Authority of DD&OE on the same Terms & Conditions and rates in writing.

**OTHER TERMS AND CONDITIONS OF CONTRACT**

1. **PARTIES:** The Parties to the Contract are the Contractor through its authorized signatory and DD&OE through the Director (Administration), Directorate of Distance & Online Education (DD&OE), University of Jammu.
2. **ADDRESS OF THE CONTRACTOR AND NOTICES AND COMMUNICATION ON BEHALF OF DD&OE:** Any notice, approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be delivered personally to the address specified below or to such other address as may, from time to time, be given by each party to the other party in writing and in the manner herein before provided.

a) The Director (Administration)  
(Name & Designation of the Authorized signatory),  
Directorate of Distance & Online Education (DD&OE)  
University of Jammu  
Jammu  
180006

b) \_\_\_\_\_ (VENDOR)  
(Name & Designation of the Authorized signatory),

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. **EXERCISE OF THE POWER OF DD&OE:** Any communication or notice on behalf of DD&OE in relation to the Contract may be issued to the Contractor either by registered post or by email or by hand delivery against acknowledgement at the option of such officer and posting of the letter shall be deemed to be served on the Contractor.
2. **RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT:** The Contractor shall execute the Contract in all respects in accordance with the terms and conditions therein.
3. (a) **Subletting of Assignment:** The Contractor shall not sublet, transfer, or assign the Contract or any part thereof in any manner whatsoever to any third party. If found guilty, the security deposit will be forfeited and firm will be blacklisted.

**(b) Change in a Firm:**

- i) If the Contractor is a partnership firm, the firm shall furnish the Partnership Deed to DD&OE and undertaking that no new partners shall be introduced in the firm during the term of the Contract, except with the prior consent, in writing of DD&OE, which may be granted only upon execution of a written undertaking by the new partners to perform the Contract and accept all the liabilities incurred by the firm under the Contract from the date of commencement of Contract.
- ii) If on the death or retirement of any partner of the Contractor firm, the said partnership firm is dissolved before the complete performance of the Contract,



in such case the Contractor shall have no claim whatsoever to any compensation against DD&OE. However, in case the Contractor fails to stand by its obligation as undertaken herein, DD&OE shall have a right to recover all losses suffered on that account based on terms and conditions agreed to herein.

iii) If the Contract is not determined as provided in sub-clause (ii) above notwithstanding the retirement or death of a partner of the firm the remaining partners shall continue to remain liable under the Contract for acts of the firm until a copy of the public notice given by him under section-3 of the Partnership Act has been sent by him to DD&OE by registered post.

(c) **Consequence of Breach:** Should the Contractor or the Contractor firm or any partner of the Contractor firm commit breach of any or either of the conditions (a) or (b), it shall be lawful for DD&OE to cancel the Contract at the risk of and cost of the Contractor and in that event the provisions of the Agreement, shall be applicable. The decision of DD&OE as to any matter concerning or arising out of this Sub-Clause or on any question whether the Contractor or the Contractor firm or any of partners of the Contractor firm has committed a breach of any of the conditions in the sub-clause contained shall be final and binding on the Contractor and the Contractor shall not raise any objection thereto at any point of time.

4. **PRECAUTIONARY MEASURES:**

- a) All the jobs shall be carried out in a workman like manner with clarity and efficiency.
- b) The Contractor shall take every care to see that the work or any portion thereof does not fall into the unauthorized hands. Care shall be taken to execute the work under secure conditions. A certificate granted by the person authorized by DD&OE and who was present on the occasion that these precautions were taken should be sent after the completion of the work.

5. **INFORMATION AS TO WORK IN HAND:** The Contractor shall whenever called upon to do so, give full particulars and information with regard to any work in hand and shall also permit any employee of DD&OE connected with the work to inspect the Contractor's premises at all reasonable times to verify the statements. The Contractor shall give all assistance and information as may be required to do so by DD&OE and give detailed explanations of the cause of non-delivery of any work in arrear.

6. The Vendor shall be required to submit Security Deposit of **Rs.4 Lakh (Rupees Four Lakh only)** in the form of Bank Draft drawn in favour of **DDE, Jammu**. This has to be obtained from nationalized banks or banks floated by public financial institutions (such as J&K Bank, HDFC Bank, ICICI Bank, Axis Bank, IDBI Bank etc.) the validity of which may be kept as 18 months + 2 (two) months. The Security Deposit shall be released by the University after completion of the Contract period + 2 months.

7. **DELIVERY**

- a) The Contractor shall deliver the allotted work in accordance with the conditions of the Contract at the time/times and at the place/places and in the manner as specified in the acceptance letter or supply order. (The Contractor shall comply with the instructions of the DD&OE issued from time to time.
- b) **Time for Completion of the Order:** The time specified in the Job Order for completion of the order shall be strictly adhered to and time in this respect shall

be deemed to be the essence of the Contract. If the time schedule is not adhered to and the delivery of the job is delayed for the reasons, other than beyond the vendors control/genuine reasons, the DD&OE Authorities, as the case may be, should be informed immediately with supporting documents to corroborate the reasons for delay. The DD&OE Authorities shall at their option and discretion either (a) cancel the job order and/or (b) order recovery from the vendor as agreed liquidated damages by way of penalty including to issuance of Warning Letter.

If at any time after the acceptance of the tender, DD&OE shall for any reason whatsoever do not require the whole or part of the job to be carried out, the DD&OE Authorities, as the case may be, shall be entitled to give a notice in writing to this effect to the vendor, who shall have no right to claim for any payment of compensation or otherwise, whatsoever, on account of any profit or advantage which he/she might have derived from the execution of the job, if executed to full but which they did not derive in consequence of such foreclosure.

If such a foreclosure is done before the vendor has commenced the work he/she shall not be entitled to any compensation whatsoever. If however, the Vendor had commenced the work before such foreclosure the DD&OE Authorities, as the case may be, shall decide the sum that may be paid to the Vendor as charges of compensation for the work already done and the decision in this regard shall be final and binding on the Vendor. However, the Contract may be terminated by DD&OE at any time.

**8. PENALTY:**

(a) In the event of the Contractor failing to :

- i) Observe or perform any of the conditions of the work as set out herein.
- ii) Execute the work in good workman like manner and to the satisfaction of the DD&OE Authorities maintaining the required high quality of Printing and by the time fixed by the DD&OE Authorities.

It shall be lawful for the DD&OE Authorities in his discretion to remove or withhold any part of the work until such time as he/she may be satisfied that Vendor is able to do and shall duly observe the said conditions and in the latter event, to reject or remove as the case may require any work executed otherwise than in a good and workman like manner to the satisfaction of & by time fixed by the DD&OE Authorities and in both or either of the events aforesaid, to make such arrangements as he/she may think fit for the reproduction of the work in lieu of that so rejected or remove as aforesaid on the account and at the risk of the Contractor.

Provided further that if in either event any excess cost be incurred by DD&OE by reason of the difference between the prices paid and the accepted rates certified by the DD&OE Authorities whose certificate shall be final, DD&OE may charge the amount of such excess cost to the vendor and the same may at any time be deducted from any sum or sums then due or which at any time thereafter may be become due to the Vendor under this or any other Contract or from the security deposit or may be demanded by him to be paid within seven days to the credit of DD&OE.

**9. INSOLVENCY AND BREACH OF CONTRACT:** The Director, DD&OE may at any time by notice in writing summarily terminate the Contract without compensation to the Contractor in any of the following events that is to say:

- (a) If the Contractor being an individual or if a firm, any partner thereof, shall at any time be adjudged insolvent or shall have a Receiver appointed on the business or any order for administration of his estate made against him or shall take any

proceeding for composition under Insolvency Act for the time being in force or make any conveyance or assignments of his effects or enter into any arrangement or with this conditions or suspend payment or if the firm be dissolved under the Partnership Act, or

- (b) If the Contractor being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator or Special Officer or Administrator appointed by the debenture holders or circumstances shall be arisen which entitled the court or debenture holders to appoint a Receiver, Liquidator or Manager, Special Officer or Administrator, or
- (c) If the Contractor commits any breach of the Contract not herein specifically provided for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue hereafter to the purchaser/DD&OE and provided also that the Contractor shall be liable to pay DD&OE for any extra expenditure DD&OE is thereby put to and the Contractor shall under nocircumstances be entitled to any gain or re-purchase.

**10. PROCEDURE FOR SUBMISSION OF BILLS AND PAYMENT:** After the completion of work. The Bill in Triplicate prepared on the basis of accepted Schedule of Rates shall be submitted by the Firm to the DD&OE Authorities, as the case may be, for releasing, initially, 80% payment by enclosing following documents.

i) Representative specimens of the Work done,

11. GST/TDS would be applicable as per the Government of India rule stipulated from time to time.

12. All legal disputes would be settled in the jurisdiction of Jammu Courts.

**Sd/-  
XEN,UWD**

**Sd/-  
DIRECTOR  
DD&OE**