

Notice Inviting Quotations			
Publishing of O	pen Tender on CPP Portal		
Ref.: Tender Notice No. CPPP/2019/Feb/1			
Providing of Web Application for Online Admission of Central University of Himachal Pradesh			
Bid Submission End Date	20-Feb-2019 05:00 PM		
Bid Opening Date 21-Feb-2019 10:30 AM			
<b>Place of Submission of Bids :</b> Central University of Himachal Pradesh O/o Pro Vice Chancellor, Dhauladhar Parisar-I, near HPCA Stadium, Dharamshala, Distt. Kangra, H.P176215			

Further details and tender document is given below or can be downloaded from <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a>

Sd/-

Chairman of the Committee



TAB/2-8/CUHP/14 11 Feb 19

# Invitation of Quotation(s) for providing of Web Application for Students Admission System for UG/PG/RD/Diploma/Certificate Courses for Central University of Himachal Pradesh

1.Quotations in sealed cover are invited in Two Envelop System for providing of Web Application for Students Admission System for UG/PG/RD/Diploma/Certificate Courses.

Essential details of item required are mentioned in

**Part II/ Scope of Work** of this Limited Tender. Please superscribe the above mentioned Title, Quotation number and date of opening of the Quotation on the sealed cover to avoid the Quotation being declared invalid.

The interested firms/ bidders may send their Tenders/ Proposal/ Bid/quotation on the prescribed Tender Document along with non-refundable processing fee of Rs. 500/-(Rupees Five Hundred only) through Bank Demand Draft and Earnest Money of Rs.5,000/-(Rupees Five Thousand only) in the shape of Account Payee Bank Draft in favour of Finance Officer, Central University of Himachal Pradesh, Dharamshala payable at Dharamshala, District Kangra (HP) or F.D.R duly pledged in the name of Finance Officer, Central University of Himachal Pradesh, Dharamshala.

All Quotations/Tenders should be accompanied with an earnest money of Rs.5,000.00 (Rupees Five Thousand) only in the shape of Bank Demand Draft or F.D.R. duly pledged in the name of Central University of Himachal Pradesh, Dharamshala. The tenders received without EMD will be rejected straight way. The EMD shall be returned if the offer of bid is not accepted by the University. Earnest money would be refunded to the unsuccessful bidders.

The successful bidder will be required to deposit the Performance Bank Guarantee amounting 10% of the contract value which is in the shape of Account Payee Demand Draft or F.D.R. duly pledged in the name of Central University of Himachal Pradesh, Dharamshala.

2.The address and contact numbers for sending Quotations or seeking clarifications regarding this Limited Tender are given below –

(a)	Quotations/queries to be addressed to:	Central University of Himachal Pradesh, Office of the Pro Vice Chancellor/Chairman of the Committee
(b)	Postal address for sending the Quotations:	Central University of Himachal Pradesh O/o Pro Vice Chancellor, Dhauladhar Parisar-I, near HPCA Stadium, Dharamshala, Distt. Kangra, H.P176215
(c)	Details of the contact personnel:	Girish Sharma System Analyst
(d)	Mobile number of the contact personnel:	8894277445



3. This Limited Tender is divided into five Parts as follows: -

(a)Part I: General information/instructions for the Quotationers

(b)Part II: Schedule of requirement, technical specifications, delivery details

(c)Part III: Standard Conditions of Limited Tender, which will form part of the Contract

(d)Part IV : Special Conditions applicable to this Limited Tender (e)Part V : Evaluation Criteria and Format for Price Quotations

- 4. This Limited Tender is being issued with no financial commitment and the CUHP reserves the right to change or vary any part thereof at any stage. CUHP also reserves the right to withdraw the Limited Tender, should it become necessary at any stage.
- 5. Limited Tender documents attached are to be returned with your quotation duly filled and signed by you on all pages as having read, understood and accepted the terms and conditions mentioned. Deviations (from tender specification, if any) should be highlighted separately, failing which the offer will be treated as incomplete and liable to be rejected without assigning any reason.
- 6. The vendors are requested to authenticate each page of the Tender Enquiry before submitting the same and ensure that there is **no overwriting** (R) no overwriting on the rates quoted. Rates are to be quoted both in figures as well as in words.
- 7.The prospective Quotationer must be a manufacturer/dealer/distributor of equipment/Solution Provider preferably must have supplied similar solutions / other equipment to Central/State Government institutions in preceding at least two years.

PART I - GENERAL INFORMATION

	<u> </u>	PART I - GENERAL INFORMATION	
1	Date and time for	Quotation should reach the above mentioned address upto	
	Submission of	20 <sup>th</sup> Feb 19 (1700 hrs) either by hand or by any other means.	
	Quotation	Quotations received after 20th of Feb 2019 shall not be	
		entertained.	
		The responsibility to reach the quotation in time shall lies with the	
		Quotationer.	
2	Manner of	Sealed Quotations should be submitted either By Registered Post/	
	depositing the	Courier/ By Hand in the O/o Pro Vice Chancellor, Dhauladhar	
	Quotations:	Parisar-I, near HPCA Stadium, Dharamshala, Distt. Kangra, H.P	
		176215 so as to reach by the due date and time.	
		17 02 TO GO GO TO TOGOTT BY THE GOO GOLD GITTA TITLE.	
		Late tenders will not be considered. No responsibility will be taken	
		for postal delay or non delivery/ non-receipt of Quotation	
		documents. Quotations sent by e-mail will not be considered	
		(unless they have been specifically called for by these modes due	
		to urgency).	
3		21 <sup>st</sup> of Feb 19 (1030 hrs) (If due to any exigency, the due date for	
	opening of	opening of the Quotations is declared a closed holiday, the	
	Quotation:	Quotations will be opened on the next working day at the same	
		time or on any other day/time, as intimated by the CUHP).	



4	Place of opening of the Quotations:	Central University of Himachal Pradesh, O/o Pro Vice Chancellor, Dhauladhar Parisar-I, near HPCA Stadium, Dharamshala, Distt. Kangra, H.P176215 The Quotationer may depute his representative, duly authorized in writing, to attend the opening of Quotation. Rates and important commercial/technical clauses quoted by the Quotationer will be read out.
		Envelop I shall contain the technical Details, Experience Certificate, Work Completion Certificate (if any), Tender Fees and EMD as desired.
5	Two-Bid System:	Envelop II shall contain Price bid only.(Price bids of only those quotationers shall be opened who are declared Technically qualified as per CUHP requirements)
6	6 Submission of Quotation should be forwarded under the original memo /let inter alia furnishing details like PAN, GST number, Bank Defonition on the payments.	
		If applicable, etc and complete postal & e-mail address of their office
7	Clarification regarding contents of the Scope of Work:  A prospective Quotationer who requires clarification regarding to the CUHP writing about the clarifications through email hansrajsharma1955@gmail.com prior to the closing date of the Quotations.	
8	Modification and Withdrawal of Quotations:	A Quotationer may modify or withdraw his Quotation after submission provided that the written notice of modification or withdrawal is received by the CUHP prior to deadline prescribed for submission of Quotations. A withdrawal notice may be sent by email but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of Quotations. No Quotation shall be modified after the deadline for submission of Quotations. No Quotation may be withdrawn in the interval between the deadline for submission of Quotations and expiration of the period of Quotation validity specified. Withdrawal of a Quotation during this period will result in Quotationer's forfeiture of Quotation security.
10		During evaluation of Quotation, the CUHP may, at its discretion, ask the Quotationer for clarification of his Quotation. The request for clarification will be given in writing and no change in prices or substance of the Quotation will be sought, offered or permitted. No post-Quotation clarification on the initiative of the Quotationer will be entertained.
11	Rejection of Quotations:	Canvassing by the Quotationer in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.



12	Unwillingness to Quote	If unwilling to quote, please ensure that intimation to this effect reaches Central University of Himachal Pradesh, O/o Pro Vice Chancellor, Dhauladhar Parisar-I, near HPCA Stadium, Dharamshala, Distt. Kangra, H.P176215 before 19 <sup>th</sup> of <b>Feb 19</b> (1700 hrs)	
13	Validity of Quotations:	The Quotations should remain valid till one month from the date of submission of the Quotation. Service Provider has taking the agreement with the university.	



#### ANNEXURE A

	ANNEXURE A		
SL NO.	ITEM	SPECIFICATION / SCOPE OF WORK	QTY
1	Web Application	Admission Notice with eligibility criteria, Admin Dashboard covering various activities/ monitoring/ downloading of contents/ transaction status be provided Student Registration on the basis of Email / Mobile no Online filling up of forms for students of UG/ PG/ PhD/ Diploma/ Certificate Provision for editing the Application Form in the dashboard given to Applicant should last till the payment is not made.  Count Down for remaining days should be available on the Applicant Dashboard.  Generation of Admit Card for exam  Exam Attendance  Bulk Messaging and Email to registered applicants.  Provision of Downloading of Complete Data in desired Format (Excel Format) 24 x 7 Support required for resolving any query related to students / official purpose.  Assurance of 100% uptime of the Web Application.  Assurance of Data Privacy and non-sharing of data to any other agency for any purpose whatsoever it may be.  SSL Certificate , Server should be provided with unmetered band width, 365 x 24 x 7 uptime, Applicant should be able to submit the request smoothly even in high hit rate. Server offering Web Application should have provision of realtime malware detection, it's removal and restoration mechanism should be in place. Web application should be hosted on Server with given minimum specification:  Dedicated RAM 8GB  Burstable RAM 16GB  Core 8  IPv4 1  Disk Space 160GB or Scalable to future requirement  Bandwidth/mo Unmetered or better  Control Panel Free  Server Config: Dual Octa Core or higher  Server RAM: 256GB or Higher  Scilor payment and restoration mechanism should be account and restoration are desired by the university accounts mentioning student count, total fee received for various categories under various Programmes of Study or any other as desired by the university.  Reconciliation of Accounts  Payment Gateway Integration for crediting amount into the University Account during registration / submission of admission fee  Technical document of Hosting Plan used to offer this service be provided  Assure no migr	1

2. <u>Delivery Period</u> – 15 days maximum time shall be given for Design, Testing and making the Web Application live after the award of work. Please note that Work Order can be cancelled unilaterally by the CUHP in case Web Application is not received



within the Work Ordered delivery period. Extension of Work Ordered delivery period will be at the sole discretion of the CUHP, with applicability of LD clause beyond 15 days.

3. <u>Terms of delivery</u> – Central University of Himachal Pradesh within the stipulated delivery period under the arrangement of supplier for which no additional cost shall be borne by the purchaser.

#### PART III - STANDARD CONDITIONS OF TENDER DOCUMENT

<u>Note</u>: -The Quotationer is required to give confirmation of their acceptance of the Standard Conditions of the Tender Document mentioned below which will automatically be considered as part of the Contract concluded with the successful Quotationer (i.e. Seller in the Contract) as selected by the CUHP. Failure to do so may result in rejection of the Quotation submitted by the Quotationer.

- 1.<u>Law</u>: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
- 2. Effective Date of the Contract: The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
- 3. <u>Liquidated Damages</u>: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the CUHP may, at his discretion, withhold any payment until the completion of the contract. The CUHP may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.
- 4. <u>Termination of Contract</u>: The CUHP shall have the right to terminate this Contract as per the clause of the agreement.
- 5. **Notices**: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or email, addressed to the last known address of the party to whom it is sent.
- 6. <u>Transfer and Sub-letting</u>: The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
- 7. Patents and other Industrial Property Rights: The prices stated in the present Contract shall be deemed to include all amounts payable for the use of Licenses, Patents, Copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the CUHP against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs,



whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

- 8. <u>Amendments</u>: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
- 9. <u>Taxes and Duties</u>: As per norms laid down by Govt. of India and amended from time to time. In the absence of any such stipulation in the Quotation, it will be presumed that the prices quoted by the Quotationer are inclusive of GST and other taxes and as such no liability of taxes will be developed upon by the CUHP.

#### PART IV – SPECIAL CONDITIONS OF TENDER DOCUMENT

<u>Note</u>:- The Quotationer is required to give confirmation of their acceptance of the Special Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Quotationer (i.e. Seller in the Contract) as selected by the CUHP. Failure to do so may result in rejection of the Quotation submitted by the Quotationer.

- 1. <u>Payment terms</u>: No advance payments shall be made. 100% Payment shall be made only after the closing of admissions, verification of reports received and satisfactory remarks of the Committee constituted by the university.
- 2. Risk & Expense Clause: Central University of Himachal Pradesh reserves the right to acquire stores (Web Application) at the expense of contractor from any source in case the contractor fails to deliver items as projected in the above schedule at the place and time specified. The debit of expenses towards such incidents will be deducted from the security deposit, which shall be reimbursed by the contractor or at the contractor's expense to be paid by him. Decision of Central University of Himachal Pradesh to resort to this practice for an emergency / contingency will be final and binding.
- 3. <u>Inspection Authority:</u> Inspection authority will be the Committee constituted by the university or his authorised representative.
- 9. Warranty Clause: The firm will submit a certificate declaring that the stores (Web Application) supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars mentioned in the quotation. The firm shall extend warranty for minimum 12 Months from the date of acceptance of stores (Web Application). Service provider shall incorporate all the changes in the provided Web Application during this contract period. Rejection due to manufacturing defect / material failure and shall be liable to replace the item against warranty free of cost if any such instance arises.
- **10.** <u>Performance Guarantee:</u> The successful bidder will be required to deposit the Performance Security amounting to Rs.15,000/- (Rupees Fifteen Thousand only) which is in



the shape of Account Payee Demand Draft or F.D.R. duly pledged in the name of Central University of Himachal Pradesh, Dharamshala.

- 11. <u>Mode Of Despatch</u>: The URL of the Web Application with full functionality shall be provided by the successful bidder to the University for design, Testing and Live implementation and also during the subsequent phases.
- 12. <u>Delivery Schedule</u>: 15 days maximum time shall be given for Design, Testing and making the Web Application live after the award of work.

#### 13 **Arbitration**

- I. Any and / or all disputes or differences between the Parties arising from, or related to this Agreement shall be first informed in writing to the other party and shall be discussed so as to be settled amicably. In the event of any failure to resolve the disputes or difference amicably within 30 days from the date of notification in writing of the existence of the dispute / difference, such unresolved dispute / difference shall be settled through Arbitration.
- II. The dispute shall be referred to a sole arbitrator to be appointed with mutual consent of the Parties. In case, the parties are not able to mutually agree to a sole Arbitrator within period of 15 days from the date of expiry of the said period of 30 days as stated in clause 8.1 above, each party shall appoint one Arbitrator and the two Arbitrators so appointed shall appoint a third Arbitrator who shall be the presiding Arbitrator.
- III. The arbitration proceedings shall be conducted in English. The venue of arbitration shall be at Dharamshala, Himachal Pradesh.
- IV. If any doubt arises as to the interpretation of provisions of this Agreement or as to matters not provided therein, the parties to this Agreement shall consult with each other for instance and resolve such doubt in good faith.
- V. Force Majeure: The supplier shall not be liable for, forfeiture of its performance security, liquidated damages or the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier 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 termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. If a Force Majeure situation arises, the supplier shall promptly notify



#### PART V - EVALUATION CRITERIA & PRICE QUOTATION ISSUES

- 1. <u>Evaluation Criteria:</u> The broad guidelines for evaluation of Quotations will be as follows: (a)Only those Quotations will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the Limited Tender technically.
- (b) The recommendation of opening of price bids shall solely lie with the technical evaluation committee and no query in any case shall be entertained and Price Bids of only those firms shall be opened who are technically declared qualified. However quality of work and Experience shall be the main criteria.
- (c)If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- (d)The Lowest Acceptable Quotation will be considered further for placement of contract /work Order after complete clarification and price negotiations as decided by the CUHP.
- 2. Price Quotation format (to be used for L-1 determination: Quotationer is requested to fill this price Quotation format correctly with full details, for the specification of items as required in Part-II of this tender.



	Specification of Requirement	Amount (Rs.)
		Rate per Applicant
		(Both in Words and
		Figure)
•	Admission Notice with eligibility criteria, Admin Dashboard covering various activities/ monitoring/	
	downloading of contents/ transaction status be provided	
•	Student Registration on the basis of Email / Mobile no	
•	Online filling up of forms for students of UG/ PG/ PhD/ Diploma/ Certificate	
•	Provision for editing the Application Form in the dashboard given to Applicant should last till the payment is	
_	not made.	
•	Count Down for remaining days should be available on the Applicant Dashboard.  Generation of Admit Card for exam	
•	Exam Attendance	
•		
•	Bulk Messaging and Email to registered applicants.  Provision of Downloading of Complete Data in desired Format (Excel Format)	
	24 x 7 Support required for resolving any query related to students / official purpose.	
•	Assurance of 100% uptime of the Web Application.	
	Assurance of Data Privacy and non-sharing of data to any other agency for any purpose whatsoever it may be.	
	SSL Certificate, Server should be provided with unmetered band width, 365 x 24 x 7 uptime, Applicant should	
•	be able to submit the request smoothly even in high hit rate. Server offering Web Application should have	
	provision of real time malware detection, it's removal and restoration mechanism should be in place.	
	Web application should be hosted on Server with given minimum specification:	
	Dedicated RAM 8GB	
	Burstable RAM 16GB	
	• Core 8	
	• IPv4 1	
	Disk Space 160GB or Scalable to future requirement	
	Bandwidth/mo Unmetered or better	
	Control Panel Free	
	Server Config : Dual Octa Core or higher	
	Server RAM: 256GB or Higher	
	• SSL Free	
	Varnish Server Included	
	Spamassassin Included	
	CSS/JS optimizer Inbuilt	
	Realtime Malware Scan Included	
	IPv6 Support Included	
	<ul> <li>Statement of Accounts mentioning student count, total fee received for various categories under various Programmes of Study or any other as desired by the university.</li> </ul>	
	Reconciliation of Accounts	
	Payment Gateway Integration for crediting amount into the University Account during registration /	
	submission of admission fee	
	<ul> <li>Technical document of Hosting Plan of Service Provider be provided</li> </ul>	
	Assure no migration of Web Application as quoted.	
	Web Application should run from <u>an independent domain or subdomain.domain name</u>	
	Complete Solution is to be provided by the Service Provider preferably using Open Source Softwares	
	GST (@)if applicable	
	· · · · · · · · · · · · · · · · · · ·	
l	Total	

Note: Determination of L-1 will be done based on total of basic price (not including GST on final product) of all items/ requirements as mentioned above.



#### **AGREEMENT**

This Agreement made on this between Himachal Pradesh represented by the wulless excluded by or repugnant to the context shall in nominees and assignees of the FIRST part (hereinafter re First Party)			which exp	which expression shall include its successors,	
AND					
(Name	of	the	Firm/2 <sup>nd</sup>	Party)	
Online Stude	CUHP has expre ent Admission Sy	ssed its willingnostem (Nature of	red to as "ess to entrust to " facility) through Inter re 'A" as "THE WOR		
		has agre inafter mentione	ed to do so on the So d.	ope of Work	
NOW THIS A	GREEMENT WIT	NESS AS UNDER:			

# Scope of Work: Part-II

- Admission Notice with eligibility criteria, Admin Dashboard covering various activities/ monitoring/ downloading of contents/ transaction status be provided
- Student Registration on the basis of Email / Mobile no
- Online filling up of forms for students of UG/ PG/ PhD/ Diploma/ Certificate
- Provision for editing the Application Form in the dashboard given to Applicant should last till the payment is not
- Count Down for remaining days should be available on the Applicant Dashboard.
- Generation of Admit Card for exam
- Exam Attendance
- Bulk Messaging and Email to registered applicants.
- Provision of Downloading of Complete Data in desired Format (Excel Format)
- 24 x 7 Support required for resolving any query related to students / official purpose.
- Assurance of 100% uptime of the Web Application.
- Assurance of Data Privacy and non-sharing of data to any other agency for any purpose whatsoever it may be.
- SSL Certificate, Server should be provided with unmetered band width, 365 x 24 x 7 uptime, Applicant should be able to submit the request smoothly even in high hit rate. Server offering Web Application should have provision of realtime malware detection, it's removal and restoration mechanism should be in place.
- Web application should be hosted on Server with given minimum specification :
- Dedicated RAM 8GB



- Burstable RAM 16GB
- Core 8
- IPv4 1
- Disk Space 160GB or Scalable to future requirement
- Bandwidth/mo Unmetered or better
- Control Panel Free
- Server Config: Dual Octa Core or higher
- Server RAM: 256GB or Higher
- SSL Free
- Varnish Server Included
- Spamassassin Included
- CSS/JS optimizer Inbuilt
- Realtime Malware Scan Included
- IPv6 Support Included
- Statement of Accounts mentioning student count, total fee received for various categories under various Programmes
  of Study or any other as desired by the university.
- Reconciliation of Accounts
- Payment Gateway Integration for crediting amount into the University Account during registration / submission of admission fee
- Technical document of Hosting Plan of Service Provider be provided
- Assure no migration of Web Application as quoted.
- Web Application should run from an independent domain or subdomain.domain name
- Complete Solution is to be provided by the Service Provider preferably using Open Source Softwares

#### **Terms & Conditions:**

- 1. 15 days time shall be given for Design, Testing and making the Web Application live after the award of work.
- 2. No advance payments shall be made. 100% Payment shall be made only after the closing of admissions, verification of reports received and satisfactory remarks of the Committee constituted by the university.
- 3. In case of non- completion of the task as per the stipulated time and conditions, LD clause will apply.
- 4. \_\_\_\_\_\_\_ is entitle to amend Services for enhancement of Services or security of Transactions or improvement of Services in absolute discretion, after consultation and approval from "CUHP"
- 5. \_\_\_\_\_\_ shall ensure to keep confidential all information submitted by the applicants on the Website and will not disclose any confidential or personal data, which may be prejudicial to the interest of the applicants.
- 6. In case of Discontinuation / Termination of Agreement, 2<sup>nd</sup> Party will provide all the data to CUHP since inception in readable / desirable format (s)(i.e. Excel Format,PDF etc). Data so provided should be reproducible at later stages. Complete University data should be deleted so that Data may not be disclosed/misused.



VIII.

#### Central University of Himachal Pradesh (Established under Central Universities Act 2009) Dhauladhar Parisar-I, Dharamshala, Distt. Kangra, H.P-176215

#### Other Terms and Conditions:

i.	Any revision in the above mentioned charges as stipulated in Annexure from the applicants shall be effective only if mutually agreed upon by both the Parties in writing.		
ii.	"CUHP" agrees to provide all the information and assistance as is required by "" for "the work".		
iii.	Information support will be provided by "CUHP" during business hours and business days and Central University of Himachal Pradesh may contact for the phone number (s) and email & address given by from time to time, in this regard.		
iv.	and CUHP shall be independent contractors with each other for all purposes at all times, and neither Party shall act as or hold itself out as an agent for the other, not shall either Party create or attempt to create liabilities for the other Party.		
V.	This Agreement shall continue to be in force until terminated by either party by giving one-month advance notice in writing to the other party.		
VI.	Notwithstanding anything given in this Agreement, "CUHP" and "" will be free to make similar agreement/s with other and departments/ Institutions respectively.		
Dis	pute Resolution:		
aris of <b>agr</b>	e parties will first attempt to resolve any dispute or conflict whatsoever sing between "(Firm)" and Central University Himachal Pradesh "CUHP" related to all the clauses of this reement. Incase if the matter is not settled in the first attempt then dispute would be resolved through arbitration.		
VI.	Any and / or all disputes or differences between the Parties arising from, or related to this Agreement shall be first informed in writing to the other party and shall be discussed so as to be settled amicably. In the event of any failure to resolve the disputes or difference amicably within 30 days from the date of notification in writing of the existence of the dispute / difference , such unresolved dispute / difference shall be settled through Arbitration.		
VII.	The dispute shall be referred to a sole arbitrator to be appointed with mutual consent of the Parties. In case, the parties are not able to mutually agree to a sole Arbitrator within period of 15 days from the date of expiry of the said period of 30 days as stated in clause 8.1 above, each party shall appoint one Arbitrator and the two Arbitrators so appointed shall appoint		

The arbitration proceedings shall be conducted in English. The venue of arbitration shall be

a third Arbitrator who shall be the presiding Arbitrator.

at Dharamshala, Himachal Pradesh.



If any doubt arises as to the interpretation of provisions of this Agreement or as to matters not provided therein, the parties to this Agreement shall consult with each other for instance and resolve such doubt in good faith.

FOR (Name of the Firm).				
Authorised Signatory & Stamp	For CENTRAL UNIVERSITY OF HIMACHAL PRADESH			
Witnesses:				
In the presence of				
(Witness)	In the presence of			
	(Witness)			