



SHREEMATI NATHIBAI DAMODAR THACKERSEY WOMEN'S UNIVERSITY

1, NathibaiThackersey Road, Mumbai-400 020

Tel: 26604706/ 22031879/22030948

E-TENDER DOCUMENT FOR PURCHASE OF DESKTOP COMPUTERS AND LAPTOPS

NOTICE DETAILS

| | |
|---|--|
| Tender Reference no. | SNDTWU/UMIT/ET-01/2016-17 |
| Name of Work / Item | E-TENDER DOCUMENT FOR PURCHASE OF DESKTOP COMPUTERS AND LAPTOPS |
| Cost of blank tender document & Mode of Payment | Rs. 1000/- (Non-refundable) to be paid through Online Payment Modes i.e. Net Banking, Debit Card and Credit Card during Tender Document Download Stage |
| EMD Amount & Mode of Payment | Rs.60,000/- (Refundable) to be paid through Online Payment Modes i.e. Net Banking, Debit Card, Credit Card and NEFT/RTGS during Bid Preparation Stage. |
| Venue of online opening of tender | SNDT Women's University, Juhu Road, Santacruz (West), Mumbai-400049. |
| Address for Communication | Registrar, S.N.D.T. Women's University, 1, N.T. Road, New Marine Lines, Mumbai-400 020. |
| Contact Telephone & Fax Numbers | 022 – 22031879, 022 - 26604759 |
| e-Tendering Helpline Support: Monday to Friday - 09:00 AM - 08:00 PM Saturday - 09:00 AM - 06:00 PM | <u>Telephone:</u> 020 - 3018 7500 <u>Email:</u> support.gom@nextenders.com |

SECTION-I: INVITATION:

The University invites e-tender for purchase of Desktop Computers and Laptops for use at **Usha Mittal Institute of Technology (UMIT), conducted Institute in Juhu campus.** The Tenderers are advised to study all technical and commercial aspects, instructions, terms and conditions carefully in the tender document. Failure to furnish all information required in the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in the rejection of the bid. The University reserves the right to reject the bid in whole without assigning any reason thereof.

e-TENDER TIME SCHEDULE dates to be revised

Please Note: All bid related activities (Process) like tender Document Download, Bid Preparation, and Bid Submission will be governed by the time schedule given under Key Dates below:

| Sr. No. | Activity | Performed by | Start | | Expiry | | Duration |
|---------|--|--------------|-------------------|--------------|-------------------|--------------|------------------|
| | | | Date | Time | Date | Time | |
| 1 | <i>Release of Tender</i> | <i>UMIT</i> | <i>18-11-2016</i> | <i>11.00</i> | <i>10-12-2016</i> | <i>16.00</i> | <i>----</i> |
| 2 | Tender Download | Bidders | <i>18-11-2016</i> | <i>16.01</i> | <i>10-12-2016</i> | <i>17.00</i> | 15 Day(s) |
| 3 | Bid Preparation | | | | | | |
| 4 | <i>Superhash Generation & Bid Lock</i> | <i>UMIT</i> | <i>10-12-2016</i> | <i>17.01</i> | <i>11-12-2016</i> | <i>17.00</i> | <i>01 Day(s)</i> |
| 5 | Control Transfer of Bid | Bidders | <i>12-12-2016</i> | <i>17.01</i> | <i>12-12-2016</i> | <i>17.00</i> | <i>01 Day(s)</i> |
| 6 | <i>Envelope 1 Opening</i> | <i>UMIT</i> | <i>13-12-2017</i> | <i>11.00</i> | <i>13-12-2017</i> | <i>17.00</i> | <i>__ Day(s)</i> |
| 7 | <i>Envelope 2 Opening</i> | | | | | | |

**Dates mentioned here, are scheduled dates for Bid Opening Activities. Any changes in dates of opening of technical and commercial bids shall be notified in 'Press Notice /*

Corrigendum' section on the e-Tendering sub portal of the department before opening of the same.

GENERAL INSTRUCTIONS TO THE BIDDERS:

The bidders are requested to familiarize themselves with the use of the e-Tendering portal of Government of Maharashtra well in advance

To view- Tender Notice, Detailed Time Schedule, Tender Document for this Tender and subsequently purchase the Tender Document and its supporting documents, kindly visit following e-Tendering website of **Government of Maharashtra:**
<https://maharashtra.etenders.in>

The vendors participating first time for e-Tenders on GoM e-tendering portal will have to complete the Online Registration Process for the e-Tendering portal. A link for enrollment of new bidders has been provided on <https://maharashtra.etenders.in>

All bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having 2 certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using individual's Digital e-Token.

e-Tendering Tool Kit for Bidders (detailed Help documents, designed for bidders) has been provided on e-Tendering website in order to guide them through different stages involved during e-Tendering such as online procedure for Tender Document Purchase, Bid Preparation, Bid Submission.

Bidders will have to pay cost of Tender Document through online modes of payment such as **Net Banking, Debit Card and Credit Card** during **Tender Document Download stage**. This payment will not be accepted by the UMIT through any offline modes such as Cash, Cheque or Demand Draft.

Similarly, Bidders will have to pay Earnest Money Deposit through online modes of payment such as **Net Banking, Debit Card, Credit Card and NEFT/RTGS** during **Bid Preparation stage**. This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

The interested contractors / bidders will have to make online payment (using credit card/debit card/net banking) of Rs. **1063/-** (inclusive of all taxes) per bid per tender to online service provider of e-Tendering system (SifyNexTenders) at the time of entering **Online Bid Submission** stage of the tender schedule.

If any assistance is required regarding e-Tendering (registration / upload / download) please contact GoM e-Tendering Help Desk on number: **020 – 3018 7500 (Pune Helpline)**,
Email: support.gom@nextenders.com

For a bidder, online bidding process consists of following 3 stages:

- 1. Online Tender Document Purchase and Download*
- 2. Online Bid Preparation*

3. Online Bid Submission

All of 3 stages are mandatory in order for bidders to successfully complete Online Bidding Process.

PURCHASE AND DOWNLOADING OF TENDER FORM:

The tender document is uploaded / released on Government of Maharashtra, (GOM) e-tendering website <https://maharashtra.etenders.in>. Tender document and supporting documents may be purchased and downloaded from following link of <https://maharashtra.etenders.in>.on e-Tendering website of Government of Maharashtra, <https://allgom.maharashtra.etenders.in> by making payment through **Online Payment Modes i.e. Net Banking, Debit Card and Credit Card.** Subsequently, bid has to be prepared and submitted online ONLY as per the schedule.

If for any reason a bidder fails to make this payment through online modes, system won't allow the bidder proceed further for next stage resulting in his/her elimination from Online Bidding Process.

This payment will not be accepted by the department through any offline modes such as Cash, Cheque or Demand Draft.

Note - **The Tender form will be available online only. Tender forms will not be sold / issued manually from SNTD Women's University office.**

PREPARATION & SUBMISSION OF BIDS

Both the Bids (Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted online will not be entertained.

Online Bid Preparation

Bidders are required to pay Earnest Money Deposit (if applicable) through Online Payment modes i.e. **Net Banking, Debit Card, Credit Card and NEFT/RTGS** during Bid Preparation Stage.

This payment will not be accepted by the UMIT through any offline modes such as Cash, Cheque or Demand Draft.

If for any reason a bidder fails to make this payment through online modes, system won't allow the bidder to complete Bid Preparation stage resulting in his/her elimination from Online Bidding Process.

In case EMD is mandatory to all the bidders for a tender, offers made without EMD shall be rejected.

In Bid Preparation stage, bidders get access to Online Technical and Commercial Envelopes where they require uploading documents related to technical eligibility criteria and quote commercial offer for the work / item in respective online envelopes.

TECHNICAL BID

Following documents should be uploaded in Online Technical Envelope (T1) in PDF format, if required can be zipped as well and then uploaded. These documents need to be digitally signed by individual contractor's digital signature and uploaded during **Online Bid Preparation stage**.

The list of documents for Technical Envelope is as follows:

| Sr. No. | List of Documents | Compulsory / Additional |
|----------------|---|--------------------------------|
| 1. | Scan copy of BST/CST Registration | |
| 2. | Scan copy of PAN, VAT and required valid permission | |
| 3. | Scan copy of Services / Experience Certificate | |
| 4. | Scan copy of detailed information about Institution (Agency), name of proprietor, telephone no. In case of partnership firm- name and address of the partners and copy of Partnership Deed. | |
| 5. | Scan copy of Certified Turn over by a Chartered Accountant | |
| 6. | Scan copy of List of clients | |

COMMERCIAL BID

Note: During Online Bid Preparation stage, bidders are allowed to make any changes or modifications in the bid data uploaded by them in Technical (T1) as well as Commercial (C1) envelope.

Towards the end of Bid Preparation, once verification of EMD payment is successful, bidder completes the Bid Preparation stage by generating the Hash Values for T1 and C1. Post this, system won't allow him/her to make any further changes or modifications in the bid data.

All financial offers must be prepared and submitted online (An online form will be provided for this purpose in Online Commercial Envelope (C1), during **Online Bid Preparation stage**).

Any bidder should not quote his offer anywhere directly or indirectly in Technical Envelope (T1), failing which the Commercial Envelope (C1) shall not be opened and his tender shall stand rejected.

Note: During Online Bid Preparation stage, bidders are allowed to make any changes or modifications in the bid data uploaded by them in Technical (T1) as well as Commercial (C1) envelope. Once a bidder successfully completes the Bid Preparation stage (by generating the Hash Values for T1 and C1), system won't allow him/her to make any further changes or modifications in the bid data.

ONLINE BID SUBMISSION

In this stage, bidders who have successfully completed their Bid Preparation stage are required to transfer the data, already uploaded by them during Bid Preparation stage, from their custody to department's custody.

Note: During this stage, bidders won't have any capability to make any kind of changes or editing into technical as well as commercial data.

INSTRUCTION TO BIDDERS FOR ONLINE BID PREPARATION & SUBMISSION

Bidders are required to pay Earnest Money Deposit (if applicable to them) through Online Payment modes i.e. Net Banking, Debit Card, Credit Card and NEFT/RTGS during Bid Preparation Stage.

If for any reason a bidder fails to make this payment through online modes, system won't allow the bidder to complete Bid Preparation stage resulting in his/her elimination from Online Bidding Process.

Hence, it is strongly recommended to bidders to initiate this payment well in advance prior to expiry of Bid Preparation stage in order to avoid elimination from Online Bidding Process on grounds of failure to make this payment.

During the activity of Bid Preparation, bidders are required to upload all the documents of the technical bid by scanning the documents and uploading those in the PDF format. This apart, bidders will have to quote commercial offer for the work / item, for which bids are invited, in an online form made available to them in Commercial Envelope. This activity of Bid Preparation should be completed within the pre-scribed schedule given for bid preparation.

After Bid Preparation, the bidders are required to complete Bid Submission activity within pre-scribed schedule without which the tender will not be submitted.

Interested contractors / bidders will have to make online payment (using credit card/debit card/net banking/Cash Card) of Rs. 1063/- (inclusive of all taxes) per bid per tender to online service provider of e-Tendering system (SifyNexTenders) at the time of commencing Online Bid Submission stage of the tender schedule.

Non-payment of processing fees will result in non submission of the tender and Department will not be responsible if the tenderer is not able to submit their offer due to non-payment of processing fees to the e-tendering agency.

Detailed list of different modes of online payment to e-tendering service provider (E-Payment Options) has been provided under E-Tendering Toolkit for Bidders section of <https://maharashtra.etenders.in> .

The date and time for online preparation followed by submission of envelopes shall strictly apply in all cases. The tenderers should ensure that their tender is prepared online before the expiry of the scheduled date and time and then submitted online before the expiry of the scheduled date and time. No delay on account of any cause will be entertained. Offers not submitted online will not be entertained.

If for any reason, any interested bidder fails to complete any of online stages during the complete tender cycle, department shall not be responsible for that and any grievance regarding that shall not be entertained.

Any amendment to the tender will be placed on sub portal of the Department, who have invited the bids, on e-tendering portal of the Govt. of Maharashtra. The tenderer will not be communicated separately regarding the amendment.

OPENING OF TENDERS :

The bids that are submitted online successfully shall be opened online as per date and time given in detailed tender schedule (if possible), through e-Tendering procedure.. The bidders can be present at the time of opening, if they desired so.

Bids shall be opened either in the presence of bidders or it's duly authorised representatives. The bidder representatives who are present shall sign a register evidencing their attendance. Only one representative per applicant shall be permitted to be present at the time of opening the tender.

TECHNICAL ENVELOPE (T1):

First of all, Technical Envelope of the tenderer will be opened online through e-Tendering procedure to verify its contents as per requirements.

At the time of opening of technical bid the tenderer should bring all the original documents that have been uploaded in the Online Technical Envelope (T1) so that same can be verified at the time of opening of technical bid.

If the tenderer fails to produce the original documents at the time of opening of technical bid then the decision of the committee taken on the basis of document uploaded will be final and binding on the tenderer.

If the various documents contained in this envelope do not meet the requirements, a note will be recorded accordingly by the tender opening authority and the said tenderer's Commercial Envelope will not be considered for further action but the same will be recorded. Decision of the tender opening authority shall be final in this regard.

The commercial bids shall not be opened till the completion of evaluation of technical bids.

The commercial Bids of only technically qualified Bidders as mentioned above will be opened.

ENVELOPE NO. 2 :- (Financial Bid)

This envelope shall be opened online as per the date and time given in detailed tender schedule (if possible), through e-Tendering procedure only. The tendered rates shall then be read out in the presence of bidders who remain present at the time of opening of **Price Bid**.

2. ESSENTIAL QUALIFICATION AND MINIMUM CRITERIA FOR ELIGIBILITY:

- A The tenderer should have the required licenses to run the business VAT & Service Tax registration and PAN under Income Tax Act from the concerned Government Authority. A certified copy of each such Registration Certificate/ License should be enclosed.
- B. The Tenderer should be in continuous existence in core business of the last five (5) Years.
- C. The Tenderer should have minimum turnover of Rs.1,00,00,000/- (Rupees One Crore Only) per annum out of Indian Operations for the last 3 consecutive years ending March, 2016. A Certified copy of the Annual Audited Accounts duly signed by the Chartered Accountant should be enclosed for each year.

3. TENDER FORM FEES:

The Tender form, conditions of contract, specifications of the work/Item, can be downloaded from the University website i.e. www.sndt.ac.in The payment of the same shall be Rs. **1000/-** (per set)(**Non-refundable**) and require to be paid through Online Payment Modes i.e. Net Banking, Debit Card and Credit Card during Tender Document Download Stage.

4. EMD:

Rs.60,000/- (Refundable) to be paid through Online Payment Modes i.e. Net Banking, Debit Card, Credit Card and NEFT/RTGS during Bid Preparation Stage.

5. TECHNICALSPECIFICATIONS:

Laptop Specifications

| | |
|---------------------|--|
| | |
| Processor | Intel Core i5 6200U |
| Memory | 4 GB DDR4 RAM, 2133 MHz, expandable to 16 GB |
| HDD | 500 GB HDD with Hard Disk protection capability. Protection system should detect sudden changes in motion and free fall and temporarily stop the Hard drive to help protect the data from crashes. |
| Display | 14" LED 1366*768 or higher |
| Graphics controller | Integrated Intel HD Graphics Media Accelerator |
| Battery | Li-Ion with 4-5 hours backup or above |
| Ethernet Card | 10/100/1000 Mbps inbuilt Ethernet card |
| Speakers | Integrated Audio, Internal speakers, Internal Microphone |
| Ports | 2 USB 3.0; 2 USB 2.0; 1 HDMI; 1 headphone/microphone combo; 1 AC power; 1 RJ-45; 1 VGA; Media card reader |
| Wireless Card | Wireless LAN Card with necessary driver (802.11 ac) |
| Keyboard | OEM standard spill resistant Keyboard and Built in touch Pad/track point |
| Web camera | Integrated 720P or HD |

| | |
|---------------|--|
| Design | MIL STD 810G certified |
| Weight | 1.85 Kg including Battery |
| OS | Windows 10 Professional 64 bit preloaded |
| Certification | EPEAT Certified in India |
| Security | TPM 1.2 |
| Z height | Under 21mm |

Desktop Specifications

| | |
|------------------------|--|
| Processor | Intel® 6th Generation Core i5 6500 Quad Core CPU with minimum clock speed of 3.2GHz, 6MB Cache or better |
| Chipset | Intel Q150 chipset |
| Motherboard | OEM Motherboard with OEM logo embossed on the motherboard (No Sticker) |
| Memory | 4 GB DDR4 RAM expandable to 64GB; Four DIMM slots; Non-ECC dual-channel upto 2133 MT/s DDR4 SDRAM |
| Hard Disk Drive | 1TB HDD, 7200 RPM, SATA III 6 Gbps, SMART IV |
| Optical Drive | SuperMulti DVD Writer |
| Graphics | Integrated Graphics |
| Audio | High Definition Integrated Audio with Internal Speaker |
| Ethernet | Integrated Gigabit (10/100/1000 NIC) LAN |
| Slots | Minimum 4 low profile PCI/PCIe Slots (3 x PCIe1 and 1 x PCIe16) |
| Bays | Minimum 5 bays with atleast (2) 3.5" Drive bays & (1) ODD bay |
| Ports | Front I/O (2) USB 2.0 ports, (2) USB 3.0 Ports 3.5mm headphone output and microphone jack Rear I/O (2) USB 2.0 ports, (4) USB 3.0 Ports (1) VGA video port; (2) DisplayPort/DVI-D Port (1) RJ-45 network connector (1) RS-232 serial port |

| | |
|-------------------------------------|--|
| | 3.5mm audio in/out jacks (2) PS/2 keyboard and mouse ports |
| Form Factor | SFF (Small Form Factor) |
| Power Supply | 200 W OR Less active PFC Power Supply |
| Keyboard/Mouse | PS/2 104 keys keyboard (Same make as PC) PS/2 2 Button Scroll Mouse (Same make as PC) |
| Operating System | Genuine Microsoft Windows 10 Pro 64-bit |
| Diagnostic Tool | Inbuilt Pre-Boot BIOS Diagnostics |
| Security | TPM 1.2 Security Chip SATA port disablement (via BIOS) Serial, parallel, USB enable/disable (via BIOS) Optional USB Port Disable at factory (user configurable via BIOS) Removable media write/boot control Power-On password (via BIOS) Administrator password (via BIOS) Setup password (via BIOS) Support for chassis padlocks and cable lock devices |
| Compliance And Certification | Energy Star ver 6 EPEAT Certified for India Green Peace rating of 5.5 and above |
| System Weight / Volume | Weight should be no more than 8 KG and volume no more than 13L |
| Information Accessibility | Product details, specifications and brochure to be available in public domain |
| Support | 3 yrs onsite warranty from OEM and 2 yrs extended warranty |

6. FINANCIAL BID :

| Sr. No. | Description | Rate per unit | Quantity | Total amount |
|----------------|--------------------------|----------------------|-----------------|---------------------|
| 1 | Desktop Computers | | 30 | |
| 2 | Laptops | | 10 | |

| | | | | |
|--|--------------------|--|--|--|
| | Total | | | |
| | Taxes | | | |
| | Grand Total | | | |

(Quantity can be changed as per requirement)

(Please submit financial bid on the letter head of the company with seal and signature)

7. TERMS AND CONDITIONS:

- 1 The conditional tenders are liable for rejection.
- 2 The bidder/s should adhere with all seriousness to the time schedule provided by the SNDT Women's University, Mumbai.
- 3 Prices quoted by the bidders should include all local taxes, VAT, duties, levies, transportation costs, octroi and insurance cost till it's accepted, if applicable.
- 4 Once a contract price is arrived the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.
- 5 The prices quoted shall be valid for a minimum period of three months from the last date for submission of offers.
- 6 All the statutory payments on account of license fees / charges etc. payable to Municipal/Government Authority shall be the responsibility of the Tenderer.
- 7 The electricity used for light, air condition etc, shall has to be paid by the contractor on monthly basis on or before 5th of the following month failing which the interest @ 18% per annum shall be recovered for the delayed payment.
- 8 The contractor will have to obtain due licenses, comply with the legal requirements and follow the rules, regulations and bye-laws laid down by authorities other statutory requirements.

- 9 The University authority shall have the right for termination/cessation of the contract at any stage on violation of any of the above terms after bringing the fact to the notice of the contractor & shall have right to impose fine to the extent of maximum 10% of the contract rate for any default on the ground of unsatisfactory/ defective service &Rs. 10000/- shall be minimum amount of fine on each occasion which SNDT Women's University may consider & deem fit.
- 10 The lessee shall not make any structural changes.

1 STANDARD TERMS & CONDITION FOR AGREEMENT / TENDER DOCUMENT

By accepting the Standard Form of an agreement (hereinafter referred to as "the agreement") the Contractor accepts the Terms and Conditions included herein, unless the Contractor notifies his objections.

1. Changes / Amendments:

The University shall have the right at any time, by written notice, in the form of an amendment order, to make any changes it deems necessary, including, but not limited to, changes in specifications, design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the contractor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by the Contractor of notice of change (amendment order).

2. Force Majeure:

If any service is not delivered by the date specified therein, the University reserves the right, without liability, to cancel the contract or to execute the same from another Contractor and to charge the defaulting contractor for any loss incurred in this transaction. The University shall have the right to refuse unsatisfactory service if the contractor is unable to complete performance at the time specified for delivery, by reason of strikes, labour disputes, riot, war, fire or other causes beyond the Contractor's reasonable control, the University, at its option, may elect to service to pay such proportion of the contract price as it deemed reasonable.

3. **Inspection and Acceptance**

All services covered under the contract may be inspected and tested by the University or its representatives at Contractors cost. If deemed necessary by the University, the Contractor shall provide without charge, all reasonable facilities and assistance for such inspection and test. Any inspection records relating to Service covered by this agreement shall be made available to the University during the performance of the order.

If any service covered by this agreement is defective or otherwise not conforming to the requirements of this agreement, the University may, by written notice to the Contractor:

(a) rescind the contract as to such non-conforming Service;

(b) accept such service at an equitable reduction in price;

(c) reject such non-conforming service and require the delivery of suitable replacements.

(d) If the contractor fails to improvise the shortcomings in the performance promptly, the university, with notice of seven business days, may replace or correct such Service and charge the contractor the additional cost occasioned thereby, or terminate this order by default. No inspection (including source inspection) test, approval (including design approval) or acceptance of service shall relieve the contractor from responsibility for defects in the performance of contract or other failures to meet the requirements of this order. Rights granted to the University in this article entitled INSPECTION are in addition to any other rights or remedies provided elsewhere in this order or in Law.

04. **Indemnity**

The contractor will indemnify, defend and hold the University, its and students harmless from any loss, expense, claim or damage including reasonable defence costs, arising from any claim or action based on any acts or omissions of the Contractor, its employees, servants, agents or subcontractors. The University reserves the right to be represented in any such action by its own counsel at its counsel at its own expense.

05. **Assignment / Subcontracting/subject**

The contractor shall not assign the contract received; any rights under this agreement or to become due hereunder neither delegated nor subcontracted/sublet any obligations or work hereunder..

06. **Cancellations**

The University may cancel this order in whole or in part at any time for cause by written, FAX, or e-mail notice to the Contractor, effective when sent, in the event that the

Contractor:

(a) fails to comply with any term or condition of this order including, but not limited to, delivery terms: or

(b) appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets: or

(c) files a voluntary petition in bankruptcy : or

(d) has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days: or

(e) voluntarily ceases trading: or

(f) merges with or is acquired by a third party: or

(g) Assigns any of its rights or obligations under the Order to a third party without the university's advance written consent.

Upon the occasion of any one of the aforesaid and in addition to any remedies which the university may have in Law or in Equity, the university may also cancel this order or any outstanding deliveries hereunder by notifying the Contractor in writing fax or email of such cancellation effective and sent and the Contractor shall thereupon transfer title and deliver to the university such work in progress or completed service as may be requested by the university. The University shall have no liability to the Contractor beyond payment of any balance owing for Service purchased hereunder and delivered to and accepted by the university prior to the Contractor's receipt of the notice of termination, and for work in progress requested for delivery to the University.

07. The vendor as in an Independent contractor:

The vendor shall perform the obligation of this order as an independent contractor and under no circumstances shall it be considered an agent or employee of the university. The terms and conditions of this order shall not, in any way, be construed as to create a partnership or any other kind of joint undertaking or venture between the parties hereto.

08. Compliance with Laws:

By acceptance of this agreement, the contractor agrees to comply with the requirements of all the existing laws. The contractor also agrees to comply with the Fair Labour

Standards Act and the Occupational Safety and Health Act, and all other applicable laws, ordinances, regulations and codes in the Contractor's performance hereunder. The Contractor further agrees to indemnify and hold the University and its customers harmless from any loss or damage that may be sustained by the University, by reason of the Contractor's failure to comply with any laws, ordinance, regulations and codes. The labours engaged shall be paid minimum wages as due & admissible with the difference if any due on revision by the contractor.

09. **Law of the Contract:**

This agreement shall be governed by and interpreted in accordance with the laws in existence and the jurisdiction of the Mumbai.