



School of Open Learning  
(Campus of Open Learning)  
University of Delhi  
5, Cavalry Lane  
Delhi-110007

**PROCUREMENT OF OFFICE STATIONERY**

Technical Bid + Financial Bid)

Tender No. \_\_\_\_\_ SOL/Tender (2015) Dated :

Cash Receipt No. \_\_\_\_\_ dated \_\_\_\_\_ D.D. No. \_\_\_\_\_  
dated \_\_\_\_\_ Name of Bank \_\_\_\_\_

Tender Submission Date & Time: 05/10/2015 at 2.00 p.m  
Technical Bid Opening Date & Time: 05/10/2015 at 3.00 p.m

Cost of tender document: ₹ 500each

Visit us at : <http://du.ac.in> & <http://sol.du.ac.in>

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**SCHOOL OF OPEN LEARNING  
(CAMPUS OF OPEN LEARNING)  
UNIVERSITY OF DELHI, DELHI-110007**

No.: - SOL/Tender/2014-15/

Dated:

**SECTION – I  
NOTICE INVITING TENDER**

The Executive Director, SOL, invites properly sealed tenders in two bid system (Technical & Financial), for supply of Office Stationery: Envelopes of different sizes/file boards/files etc. from eligible manufacturers/suppliers having experience of supplying the items in SOL/DU (colleges/departments)/Central Govt. Depts. /Central Govt. PSUs/Consumer Society approved by Central Govt.

S. No	Description	Cost of Tender Document (Rs)	EMD (Rs)	Date & time of Submission of tender	Date of Opening of Technical Bid
01	Office Stationery	500	80,000	05/10/2015 at 2.00 p.m	05/10/2015 at 3.00p.m

**Issue of Tender Document**

The tender document can be obtained from Assistant Registrar (General Section) on paying cost of bid document to Cashier, SOL in cash or Demand Draft issued in favour of The Executive Director, SOL, payable at Delhi. Tender document downloaded from website <http://sol.du.ac.in> and <http://du.ac.in> may also be used for bidding purpose. A Demand Draft for an amount equal to the cost of tender document, drawn in favour of Executive Director, SOL payable at Delhi should be enclosed along with the Technical Bid without which the bid document will not be treated as valid.

The terms and conditions of tender are mentioned in tender document in detail. The tender, which is not accompanied by the requisite EMD, shall be summarily rejected. Tender will not be accepted after expiry of due date and time. The Executive Director reserves the right to reject any or all tenders without assigning any reason whatsoever.

If the date of opening of tender is declared holiday, the tender shall be opened on next working day. All tenders, in which any of the prescribed conditions is not fulfilled or are incomplete in any respect, are liable to be rejected.

Conditional tenders shall not be considered. Any tender containing additional/alternation in the above terms and conditions and the specifications of Items / material will also not be considered.

**Assistant Registrar (General)  
School of Open Learning**

## SECTION – II

### GENERAL TERMS AND CONDITIONS OF THE TENDER

#### A. INTRODUCTION

##### 1. Definitions

- (a) *"The Purchaser"* means the School of Open Learning (Campus of Open Learning) University of Delhi, Delhi-110007.
- (b) *"The Bidder"* means the individual or firm who participates in this tender and submits its bid.
- (c) *"The Supplier/Vendor"* means the individual or firm supplying the goods under the contract.
- (d) *"The Goods"* means all the Office Stationery items which the Supplier is required to supply to the Purchaser under the contract.
- (e) *"The Advance Purchase Order"* means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) *"The Purchase Order"* means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- (g) *"The Contract Price"* means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.

##### 2. Eligibility Conditions

- 1. The bidder should be the manufacturer/dealer/supplier of the items.
- 2. The bidding firm should have experience of three years in providing/supplying the said items in **SOL/DU (colleges/departments)/Central Govt. Depts. /Central Govt. PSUs/Consumer Society approved by Central Govt .**
- 3. The bidder should have supplied the item to minimum of three organizations of which at least two entities should be government institutions/organisations.
- 4. Original Cross Demand Draft must be enclosed on account of EMD as shown in NIT.
- 5. The bidder should submit an undertaking that the firm has not been debarred from participation in tender anywhere in SOL, DU (Colleges, departments)Central Govt. Depts./Central Govt. PSUs /consumer Society approved by Central Govt. for the last three years.
- 6. The bidder should submit Self attested copies of PAN No., TAN No., Bank Account number, Account Holder's name, Name of Bank and Branch Address, IFSC Code of the Bank, Cancelled Cheque, Email id/Mobile Number.

7. The bidder should submit supporting documents for all the above qualification criteria.

### **3. Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of the bid. The SOL, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### **4. Bid Document**

4.1 The equipments/items required, bidding procedures and contract terms are prescribed in the Bid /Document. The Bid Document includes

- (a) Tender Notice
- (b) General Terms and Conditions of the Tender
- (c) Commercial Conditions of the Contract
- (d) Bid Form
- (e) Letter of authorization to attend bid opening
- (f) Technical Specifications of items Bid.
- (g) Financial Bid

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

### **5. Clarification of Bid Documents**

A prospective bidder, requiring any clarification of the Bid Documents shall notify the Purchaser in writing or by Fax (**Fax No. 27667242**) at the Purchaser's mailing address Indicated in the Invitation for Bids. The Purchaser shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 14 days prior to the date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents. Any clarification issued by SOL in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to an amendment of relevant clauses of bid document.

### **6. Amendment of Bid Documents**

- 6.1 At any time, prior to the date of submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments and upload the amendment in the SOL/University website.
- 6.2 The amendments shall be notified in writing or by Fax to all prospective bidders on the address intimated at the time of purchase of bid document from the purchaser and these amendments will be binding on them.

6.3 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

## **7. Documents Comprising the Bid:**

The bid prepared by the bidder shall comprise the following components:

- (a) Documentary evidence established in accordance with Clause 10 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- (b) Bid Security
- (c) Bid Cost demand draft if tender document downloaded from website.
- (d) A Bid form and financial bid

## **8. Bid Form**

The bidder shall complete the Bid Form (**Section –IV**) and the financial bid (**Section-VII**) furnished in the Bid Documents, indicating the goods to be supplied, a brief description of the goods, quantity and price as per Financial Bid.

## **9. Bid Prices**

9.1 The bidder shall give the total composite price inclusive of all levies and taxes, packing forwarding, freight & insurance, wherever applicable. The offer shall be firm in Indian Rupees. No foreign exchange will be made available by the purchaser.

9.2 The prices quoted by the bidder shall remain fixed during the entire period of contract. A bid submitted with an adjustable price quotation is likely to be treated as non-responsive and rejected.

## **10. Documents Establishing Bidder's Eligibility and qualification**

Please see clause 2, above

## **11. Documents Establishing Goods Conformity to Bid Documents**

Pursuant to Clause 7, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid document of all goods and services, which he proposes to supply under the contract.

## **12. Bid Security (Earnest Money)**

12.1 The bidder shall furnish, as part of his bid, a bid security amounting to **Rs. 80,000** as crossed Demand Draft payable to "Executive Director, SOL", with the technical bid of tender.

12.2 The bid security is required to protect the Purchase against the risk of bidder's conduct, which would warrant the bid security's forfeiture, pursuant to para 12.6.

12.3 A bid not secured in accordance with para 12.1 & 12.2 shall be rejected by the purchaser being non-responsive at the bid opening stage and returned to the bidder unopened.

- 12.4 The bid security of the unsuccessful bidder will be discharged /returned, as promptly as possible within 30 days of finalization of the tender or expiry of the period of the bid validity period prescribed b the purchaser pursuant to clause 13.
- 12.5 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order and furnishing the performance security.
- 12.6 The bid security may be forfeited:
- (a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form or
  - (b) In the case of a successful bidder, if the bidder fails to sign the contract in accordance with clause 28 to furnish performance security in accordance with clause 27.
  - (c) In both the above cases, i.e. 12.6 (a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of APO.

### **13. Period of validity of Bids**

Bid shall remain valid for 90 days from the date of bid opening prescribed by the Purchaser, pursuant to clause 19.1.

### **14. Formats and signing of Bid**

The copy of quality manual and Article or Memorandum of Association may be provided with the bid. The Bid shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be submitted accompanying the bid. The bids submitted shall be sealed properly. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

### **15. Sealing and Marking of Bids**

Bids should be submitted in the following manner

- 15.1 The First envelope, marked as "**TECHNICAL BID FOR** should contain the following:
- (i) Bid security
  - (ii) Bid document duly filled in and signed, with seal, on all pages and formats (page no 1-19).
  - (iii) Documents establishing bidders eligibility as per clause 2.
  - (iv) Bid Cost Demand Draft (if tender document downloaded from website.)
  - (v)

- 15.2 The Second envelope marked as “**FINANCIAL BID**” shall contain the financial bid form and price schedule and sealed properly (with sealing wax or packing PVC tape).
- 15.3 Both the envelopes should be sealed separately & further kept single main envelope under the seal of the bidder.
- 15.4 **All the covers/envelopes should be addressed to The Assistant Registrar (General Section, room no-206), School of Open Learning, University of Delhi, Delhi-110007.**
- (a) The inner and outer envelopes shall indicate the name and address of the bidders to enable the bid to be returned unopened in case it is declared ‘late’ or rejected.
- (b) Tender may be deposited in the tender box provided in the General Section, Room No-206, in person. The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
- (c) Venue of Tender Opening: Tender will be opened in the Seminar Room, 1st floor, on the due date in the presence of the tenderers or their authorized representatives, if they wish so, on their own costs. If due to administrative reason, the venue /time of Bid opening is changed, it will be displayed prominently on the Notice Board as well as in SOL/DU website.
- 15.5 If both the envelopes are not sealed and marked as required at para 15.1, 15.2 & 15.3 the bid shall be rejected.

## **16. Submission of Bids**

- 16.1 Bids must be submitted to the Purchaser on or before the specified date & time indicated in NIT. The Purchaser may, at its discretion extend this deadline for the submission of the bids by amending the bid documents in accordance with Clause 6 in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline as extended.
- 16.2 The bidder shall submit his bid offer against a set of bid documents purchased by him as per requirement of the Bid Documents.

## **17. Late Bids**

Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser shall be rejected and returned unopened to the bidder.

## **18. Modification and Withdrawal of Bids**

- 18.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.



- 18.2 The bidder's modification, revision or withdrawal shall be as per clause 6.
- 18.3 No bid shall be modified subsequent to the deadline for submission of bids.

## **19. Opening of Bids by Purchaser**

- 19.1 The purchaser shall open bids in the presence of bidders or their authorized representatives who chose to attend on due date. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A Format is given in **Section V**).
- 19.2 A maximum of one representative of any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 The name of the Bidder, name of the item, EMD, information in respect of eligibility of the bidder, modifications, bid withdrawals( Technical bid), quantities/prices quoted in the bid, discount if offered(financial bid) and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the time of opening of the bid.
- 19.4 The date fixed for opening of bids, if subsequently declared as holiday by the SOL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened in the next working day, time and venue remaining unaltered.
- 19.5 The decision of the Store & Purchase Committee regarding the quality and grading of the products/goods will be final.

## **20. Clarification of Bids**

- 20.1 To assist in the examination, evaluation and comparison of bids the Purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.
- 20.2 If any of the documents, required to be submitted along with the technical bid is found missing, the offer is liable to be rejected at that stage. However, the purchaser at its discretion may call for any clarification, regarding the bid document within a stipulated time period. In case of non compliance to the queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

## **21. Preliminary Evaluation:**

- 21.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bid documents. For purposes of these

clauses, a substantially responsive bid is one, which confirms, to all the terms and conditions of the Bid Documents without material deviations. The Purchaser's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- 21.3 A bid determined as substantially non-responsive will be rejected by the Purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 21.4 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 21.5 Conditional tenders shall not be considered. Any tender containing additional/alternation in the above terms and conditions and the specifications of Items / material will also not be considered.

## **22. Evaluations and Comparison of Substantially Responsive Bids:**

- 22.1 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Supplier does not accept the correction of the errors, his bid shall be rejected and bid security forfeited.
- 22.2 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.
- 22.3 The evaluation and comparison of responsive bids shall be done on the price of the goods offered inclusive of Levies & Taxes i.e., Excise Duty, packing, forwarding, freight and insurance etc. as indicated in financial bid.

## **23. Contacting the Purchaser:**

- 23.1 No bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 23.2 Any effort by a bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

## **24. Placement of Order**

The Purchaser shall consider placement of orders for commercial supplies on those bidders whose offers have been found technically, commercially and financially acceptable and whose items have been approved/validated by the Purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder. Rates quoted in the Tender shall be valid up to one year from the date of placement of order.

**25. (a) SOL will have the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements with out any change in the unit price or other terms and conditions at the time of award of contract.**

**(b) In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing venders, the purchaser reserves the right to place repeat order up to 50% , which can be raised up to 100% of the quantities of goods and services contained in the running tender/contract within a period of twelve months from the earliest date of Acceptance of APO at the same rate approved by the Competent Authority keeping in view the urgency of the demand.**

**26. Purchaser's Right to Accept any Bid and to Reject Any or All Bids**

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser's action.

**27. Issue of Advance Purchase Order**

27.1 The issue of an Advance Purchase Order shall constitute the intention of Purchaser to enter into the contract with the bidder.

27.2 The bidder shall within 7 days of issue of an advance purchase order, give his acceptance along with Performance Security.

**28. Signing of Contract**

28.1 The issue of purchase Order shall constitute the award of contract on the bidder.

28.2 Upon the successful bidder furnishing of performance security @ 10% of the value of the Purchase order, the Purchaser shall discharge its bid security.

**29. Annulment of Award**

Failure of the successful bidder to submit the performance security shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of Purchaser or call for new bids.

**30. Purchaser's Right to Disqualify**

Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the item/equipment in time. Further, the suppliers whose item/equipment does not perform satisfactory in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser.

### **31. Purchaser's Right to Ban Business Dealings**

Purchaser reserves the right to bar the bidder from participating in further tenders for a suitable period in case he fails to honor his bid obligations without sufficient grounds.

## SECTION – III

### COMMERCIAL CONDITIONS OF CONTRACT

#### **32. Application**

The General Conditions shall apply in contracts made by the Purchaser for the procurement of Goods.

#### **33. Standards**

The Goods supplied under this contract shall confirm to the standards prescribed in the Technical Specifications mentioned in **Section VI**.

#### **34. Patent Rights**

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in SOL.

#### **35. Performance Security**

35.1 The supplier shall furnish performance security to the purchaser for an amount equal to 10% of the value of purchase order within **7 days** from the date of issue of Advance Purchase Order by the Purchaser. The performance Security should be in form of Bank Draft drawn in favour of The Executive Director, SOL, Delhi, payable at Delhi, or in form of Bank Guarantee of the equivalent amount as security towards the fulfillment of supply order. Option other than above will not be considered. No claim would be entertained against the SOL in respect of interest on the deposit.

35.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

35.3 The performance security will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract, after completion of 18 months from the date of contract.

#### **36 Inspection and Tests**

36.1 **The Purchaser or his representative/committee shall have the right to inspect /test/examine the goods to check the compliance to specification, quantity approved by the competent authority as reflected in the awarded supply order.**

36.2 **Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject whole/part supply and the supplier shall replace accordingly free of cost to the Purchaser.**

- 36.3 When the inspection/examination test of the whole/part supply, called, have been successfully carried out, the committee forthwith will issue a certificate to that effect. In case of non compliance of the supply with the approved specification, the supplier will have to replace the same in a time period not exceeding 15 days. The Supplier shall have to bear the cost of such replacement.
- 36.4 The Supplier will have no right to claim the cost of the supply made whole or partly unless and until the same is inspected/examined/tested by the **Purchaser or his Representative/Committee and issue of compliance certificate of the Specification, Quality, Brand and Quantity of the supply.**

### **37. Delivery**

- 37.1 Delivery of the goods and documents shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Supply Order. The goods shall remain at the risk of the Supplier until delivery has been completed. The delivery of the goods shall be to the ultimate consignee as given in the purchase order.
- 37.2 The delivery of the goods and documents shall commence immediately on placement of Purchase Order and be completed **within 30 days**, specified in the Supply Order.

### **38. Warranty**

- 38.1 The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty.
- 38.2 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

### **39. Payment Terms**

- 39.1 Payment of the price shall be made on receipt of goods in good condition by consignee. For claiming the payment the following documents are to be submitted to the paying authority.
- (i) Invoice (ii) Delivery Challan in original (iii) Consignee receipt iv) Compliance Certificate to be issued by the Purchaser.

### **40. PRICES**

- 40.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in its bids.

40.2 The approved prices shall be valid for the period of one year from date of acceptance of APO and submission of Performance Security. Purchase Order on approved prices will be issued from time to time as per the requirement of the Purchaser.

**41. No Subletting of the contract is allowed.**

## **42. DELAYS IN THE SUPPLIER'S PERFORMANCE**

42.1 Delivery of the Goods and performance of the services shall be made by the supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, the purchaser reserves the right either to short close /cancels this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

42.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions:

1. Forfeiture of its Performance Security,
2. Imposition of Liquidated Damages
3. Termination of the Contract for default.

42.3 If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of the goods and performance of service, the supplier shall promptly notify to the purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice the purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract.

42.4 If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and the Performance securities shall be forfeited.

## **43 Liquidated Damages**

43.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage.

43.2 If the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover a sum equivalent to 0.5 % of the value of the delayed supply for each week of delay or part thereof for a period up to 10 weeks and thereafter at the rate of 0.7% of the value of the delayed supply for each week of delay or part thereof for another ten weeks of delay. In the case of package supply where the delayed portion of the supply materially hampers installation of the equipment, L/D charges shall be levied as above on the total value of the concerned equipment of the Purchase

Order. **Quantum of liquidated damages assessed and levied by the purchaser shall be final and binding.**

#### **44. Force Majeure**

44.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enmity, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

#### **45. Terminations for Default**

- 45.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part
- a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause 39;
  - b) if the supplier fails to perform any other obligation(s) under the Contract; and
  - c) If the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.
- 45.2 In the event the purchaser terminates the contract in whole or in part, pursuant to clause 43.1 the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

#### **46. Arbitration**

46.1 In the event of any question, dispute or difference arising under this agreement on in connection there with the same shall be referred to the sole arbitration of the E.D.SOL. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996 as amended from time to time. The



award at the arbitrator shall be final and binding on both the parties to the agreement.

46.2 The venue of the arbitration shall be School of Open Learning, University of Delhi, Delhi-110 007

#### **47. Court jurisdiction**

Any dispute arising out of the tender/bid document/evaluation of bids/issue of APO shall be subject to the jurisdiction of the competent court at Delhi.

**SECTION IV**

**BID FORM**

Tender No. SOL/Tender/Office Stationery /2015/

Dated:

To,

The Executive Director  
School of Open Learning  
(Campus of Open Learning)  
**Delhi-110007**

Dear Sir,

Having examined the conditions of contract and specifications including addenda Nos..... the receipt of which is hereby duly acknowledged and agreed to, we, undersigned, offer to supply and deliver the items in conformity with said specification, conditions of contract for sum of (Total Bid amount in words..... and figures.....).

We undertake, if our Bid is accepted, complete delivery of all the items specified in the contract within **(30 days)** calculated from the date of issue of your purchase order. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank/Contract value in form of Bank Guarantee or Demand Draft for 10% of the contract sum for the due performance of the Contract.

We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a format Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid, you may receive. Dated this .....day of .....2015

Signature of in capacity of duly authorized to sign the bid for and on behalf of.....

Witness..... Tele No.(s):-..... & Mobile No.....

Signature..... FAX No.(s).....

Address..... E-Mail Address:-.....

.....  
.....  
.....



**SECTION:VI:**

**TECHNICAL BID**

**TECHNICAL SPECIFICATION OF OFFICE STATIONERY**

S.No	Description	Brand	Qty(nos)
01	FILE BOARD, straw board, FOR 44 OZ white jaipur with superior cloth lined Flap & corners with 1/2 inch white BC Tape of 36" length (good quality)		5000
02	FILE COVER, DULY PRINTED with LOGO, size 10½"x14" Superior Quality, Yellow Colour		3000
03	ENVELOPES size: 14"x10", Yellow Andhra Paper, duly laminated, 100GSM,duly printed.		2,00,000
04	ENVELOPE 14"x12" 100GSM Star paper with 24x24 superior machine pasted Jali, duly printed with 2" flap		5,00,000
05	ENVELOPES size: 16"x12", Yellow Andhra Paper, duly laminated, 100GSM,duly printed.		30,000
06	Lever Lock Index file with Kangaro Clip, size 350mmx600mm, blue colour	SONA OR EQUIVALENT	4,000
07	FILE COVER ORDINARY, size:10½"x14" duly printed with LOGO		2,000

**NOTE:**

1. Only One complete sample in all aspects (excluding printing) shall be enclosed for the above items with the Technical Bid.
2. Technical bid without the requisite sample will be out rightly rejected.

**SECTION-VII**

**Financial Bid Document**

<b>S.NO</b>	<b>Description</b>	<b>Brand</b>	<b>Qty (nos) (1)</b>	<b>Rate (2)</b>	<b>Amount(Rs.) (1x2)</b>
01	<b>FILE BOARD, straw board, FOR 44 OZ white jaipur with superior cloth lined Flap &amp; corners with 1/2 inch white BC Tape of 36" length (good quality)</b>		<b>5000</b>		
02	<b>FILE COVER, DULY PRINTED with LOGO, size 10½"x14" superior quality, Yellow colour</b>		<b>3000</b>		
03	<b>ENVELOPES size: 14"x10', Yellow Andhra Paper, laminated, 100GSM, Duly printed.</b>		<b>2,00,000</b>		
04	<b>ENVELOPE 14"x12" 100GSM Star paper with 24x24 superior machine pasted Jali, duly printed with 2" flap</b>		<b>5,00,000</b>		
05	<b>ENVELOPES size: 16"x12', Yellow Andhra Paper, laminated, 100GSM, Duly printed.</b>		<b>30,000</b>		

06	Lever Lock Index file with Kangaroo Clip, size 350mmx600mm, blue colour	SONA OR EQUIVALENT	4,000		
07	FILE COVER ORDINARY, size:10½"x14" duly printed with LOGO		2,000		

**Signature & Seal of the bidder**