



SCHOOL OF OPEN LEARNING
(CAMPUS OF OPEN LEARNING)

UNIVERSITY OF DELHI

5, CAVALRY LANE

DELHI-110007

**TENDER DOCUMENT FOR EMPANELMENT OF OFFSET PRINTERS AND LASER
TYPE SETTING FOR STUDY MATERIALS WITHOUT PAPER FOR THE ACADEMIC
SESSION 2017-2018 (1st JUNE 2017 to 31st MAY, 2018)**

Date: 13/07/2017

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E-TENDER NOTICE

The Executive Director, School of Open Learning, (SOL) invites e-tenders through two-bids i.e. Technical Bid and Financial Bid on Central Public Procurement (CPP) Portal, from eligible printers empanelled with NCERT (National Council for Educational Research and Training) or IGNOU (Indira Gandhi National Open University) or NIOS (National Institute of Open School) or SOL (School of Open Learning) for Study Materials without Paper for the Academic Session 2017-2018 on the terms and conditions enumerated in detail in the tender document. The scope of work includes printing of about 500 titles.

The tender document can be downloaded from CPP Portal <http://eprocure.gov.in/eprocure/app>.

The last date of receipt of tenders is 02/08/2017.

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SECTION-I

1. INTRODUCTION

1.1 BACKGROUND

The School of Open Learning (SOL), formerly known as the School of Correspondence Courses and Continuing Education under the aegis of University of Delhi, is one of the pioneer institutions in the field of distance education in India. The School offers undergraduate/postgraduate degree courses in subjects of humanity/commerce.

1.2 BRIEF DESCRIPTION OF BIDDING PROCESS

- 1.2.1 SOL invites bids (“Bid” or “Bids”) for empanelment of printers and formulation of schedule of rates for printing and related services from printers empanelled with any one of **NCERT (National Council for Educational Research and Training)**, **IGNOU (Indira Gandhi National Open University)**, **NIOS (National Institute of Open School)** and **SOL (School of Open Learning)** and meeting specified turnover criteria for offset printing work and laser typesetting as specified in this document.
- 1.2.2 SOL will determine the bidders who meet the specified turnover criteria for similar nature of work, to be called “Technically Qualified Bidders”.
- 1.2.3 The Financial Bid of Technically Qualified Bidders only will be evaluated.
- 1.2.4 SOL will determine the lowest rates for different printing jobs/items (“Approved Rates”).
- 1.2.5 The SOL will intimate the Technically Qualified Bidders for acceptance of the Approved Rates and the terms of contract.
- 1.2.6 The bidders accepting the offers of clause 1.2.5 above will be put on the approved panel of printers (“Printers”).
- 1.2.7 The work will be reasonably distributed among the Printers, subject to performance.
- 1.2.8 Terms have been used interchangeably as under:
bidder includes tenderer;
bid includes tender;
bidding document includes tender document.

1.3 INSTRUCTIONS FOR ONLINE BID UPLOADING

1.3.1 The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e. <http://eprocure.gov.in/eprocure/app>, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and upload their bids online on the CPP Portal.

1.3.2 Registration process is as under:

(i) Bidders are required to enroll on the e-Procurement module of the CPP Portal by using “Online Bidder Enrolment” option available on the home page. Enrolment on the CPP Portal is free of charge.

(ii) During enrolment/registration, the bidders should provide the correct/true information including valid email-id & mobile no. All the correspondence shall be made directly with the firms/bidders through email-id provided.

(iii) As a part of the registration process, the bidders will be required to choose a unique username and assign a password for their accounts.

(iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /n-Code/e-Mudra or any certifying Authority recognized by CCA India one-Token/Smartcard.

(v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.

(vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.

(vii) Bidders can then log into the site through the secured login by entering their user ID/password and the password of the DSC/e-Token.

1.3.3 Any queries relating to the process of online bid uploading or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

1.4 SCHEDULE OF BIDDING PROCESS

S. No.	Description	Details
1.	Date of Issue of Tender Document	13/07/2017
2.	Clarification Period	From 17/07/2017 to 23/07/2017 (9:00 a.m to 5:30 p.m)
3.	Bid uploading Start Date and Time	13/07/2017 (9:00 a.m.)
4.	Last Date & Time for uploading of Bid	02/08/2017 (5:30 p.m.)
5.	Last date and Time of physically submitting required original EMD, and other documents	02/08/2017 (5:30p.m.)
6.	Date & Time for opening of Technical Bid	03/08/2017 (11:30a.m.)
7.	Date and Time for opening of Financial Bid	Within about 10 days of the opening of Technical Bid
8.	Determination of Approved Rates	Within about 10 days of the opening of Financial Bid
9.	Letter to qualified technical bidders asking them for acceptance of Approved Rates, asking for reply within 7 days	Within about 3 days of determination of Approved Rates
10.	Empanelling of Printers	Within about 5 days of the last date of receiving confirmation from technically qualified bidders

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SECTION II

INSTRUCTION TO BIDDERS

A. GENERAL

2.1 General Terms of Bidding

2.1.1 The bid should be submitted in the format exactly as per Appendix A-1 and Appendix A-2. The amount should be indicated in words and figures clearly in Appendix A-2.

2.1.2 Bidders shall bear all costs associated with the preparation and submission of bid. SOL shall not in any case be responsible or liable for these costs.

2.2 Eligible Tenderers

2.2.1 The bidders are required to be empanelled with any or all of the following four organizations as on 1st April, 2015 or later:

- (1) NCERT (National Council for Educational Research and Training)
- (2) IGNOU (Indira Gandhi National Open University)
- (3) NIOS (National Institute of Open School)
- (4) SOL (School of Open Learning)

2.2.2 The bidder should fulfill the following requirements:

- (a) The printing press of the bidder should exist in NCR region, certified by the statutory auditor of the bidder.
- (b) Statutory auditor's certificates of having received payment for the similar nature of work of printing from any one or all of the above organizations, namely, NCERT, IGNOU, NIOS, SOL amounting to at least a total amount of Rs. 60,00,000 (sixty lakh) in two years 2015-2016 and 2016-2017.
- (c) A copy of the empanement order in the NCERT/IGNOU/NIOS/SOL self-attested.
- (d) Copy of PAN CARD- self attested.
- (e) Declaration that the bidder has not been blacklisted by NCERT, IGNOU, NIOS & SOL during the last two years 2015-16 and 2016-17.

2.3 Verification and disqualification

2.3.1 SOL reserves the right to verify all statements, information and documents submitted by the bidder.

2.3.2 SOL reserves the right to reject any bid and appropriate EMD if, at any

time, a material misrepresentation is made or uncovered.

B. Documents

2.4 Contents of Documents

The Tender Document consists of the following -

- (i) E- Tender Notice**
- (ii) Introduction Section I**
- (iii) Instruction to Bidders Section II**
- (iv) Evaluation of Bids Section III**
- (v) Check List Section IV**
- (vi) Condition of Contract Section V**
- (vii) Contract Form Section VI**
- (viii) Appendix: A-1 Technical Bid
Appendix: A-2 Financial Bid**
- (ix) Appendix B Technical Specifications**
- (x) Appendix C-1 Offer of Empanelment**
- (xi) Appendix C-2 Letter of Empanelment**
- (xii) Appendix D Form of Bank Guarantee for EMD**
- (xiii) Appendix E Form of Bank Guarantee for
Performance Security**

2.5 Clarification

A prospective bidder requiring any clarification on the Tender Document may notify the SOL in writing to mailing address indicated below. Such requests for clarifications should be sent not later than ten days prior to original or extended deadline for submission of the bids. Explanation of the query but without identifying the source of the inquiry will be uploaded on to CPP Portal <http://eprocure.gov.in/eprocure/app>. for the benefit of all the prospective bidders five days prior to original or extended deadline for submission of Bids.

Mailing Address-

Attention: Assistant Registrar (Printing)
Room No. 218, School of Open Learning
5-Cavalary Lane, University of Delhi, Delhi-110007

2.6 Amendment of Tender Document

At any time prior to the deadline for submission of bids, the SOL may for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the bidding documents by amendment. The amendment will be uploaded on CPP Portal <http://eprocure.gov.in/eprocure/app>. for the benefit of all the prospective bidders.

C. Preparation and Submission of Bids

2.7 Format and signing of Bids

2.7.1 The bidders shall provide all the information sought under this Tender Document. SOL will evaluate only those bids that are received on-line in the required formats and complete in all respects; and EMD and other documents are received in hard copy.

2.7.2 The tender should be digitally signed on each page by the authorized signatory of the bidder.

2.8 Documents Comprising Technical and Financial Bid

2.8.1 The bidder shall submit the Technical and Financial Bid online through CPP Portal <http://eprocure.gov.in/eprocure/app>. comprising of the following documents as appropriate

TECHNICAL BID-Appendix A-1 digitally signed

- (a) Appendix: A-1 along with certificates of statutory auditor in prescribed format.
- (b) Scanned copy of EMD.
- (c) Scanned copy of the empanelment order/letter from NCERT, IGNOU, NIOS and SOL.
- (d) Scanned copy of PAN CARD.
- (e) Scanned copies of declaration of non-blacklisting.
- (f) Scanned copy of GST Registration Certificate.
- (g) Copy of Board Resolution/power of Attorney/Authorization letter indicating that the person signing the Bid has the required authority to sign on behalf of the Bidder.

FINANCIAL BID-

Financial bid format is provided with Appendix-A2 along with this tender document at <https://eprocure.gov.in>. Bidders are advised to download this as it is and write/quote their offered rates in the permitted column and then scan it and upload the same in the financial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.

1. The rates shall be quoted in Indian Rupee only.
2. The rates will be inclusive of GST, fees, levies, etc. and any revision in the statutory taxes, fees, etc will be the responsibility of the Bidder.
3. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.

The bidder shall upload Appendix-A-2digitally signed

2.8.2 The hardcopies of documents, listed at clause 2.8.1 under Technical Bid Appendix A-1, shall be placed in an envelope, which shall be sealed. The envelop shall clearly bear the identification “Bid for the EMPANELMENT OF OFFSET PRINTERS AND LASER TYPING UNITS (FOR STUDY MATERIALS WITHOUT PAPER) for the ACADEMIC SESSION 2017-2018” and shall clearly indicate the name and address of the bidders. In addition Bid Due Date shall be indicated on the right hand top corner of the envelope. The envelope should be addressed to:

**Attention: Assistant Registrar (Printing)
Room No. 218, School of Open Learning,
5-Cavalary Lane, University of Delhi,
Delhi-110007**

2.8.3 If the envelope is not sealed and marked as mentioned above, SOL assumes no responsibility for the misplacement or premature opening of the contents or the envelope.

2.9 Bid Due Date

The technical and financial bid shall be submitted on CPP Portal <http://eprocure.gov.in/eprocure/app>. on or before 5:30 p.m.hrs. IST 02/08/2017 (“the Bid Due Date”). Similarly, physical submissions of documents will also be completed by the same date and time.

2.10 Procedure for E-Tendering

2.10.1 Accessing BID Documents

It is mandatory for all the bidders to have class II or class-III digital signature certificate (DSC) (in the name of authorized signatory/firm or organization/owner of the firm or organization) from any of the licensed certifying agency (bidders can see the list of licensed statutory auditors CAs from the link www.cca.gov.in) to participate in e-tendering.

2.10.2 The complete bid document can be viewed/downloaded by the bidder from CPP Portal <http://eprocure.gov.in/eprocure/app>. from 13/07/2017 to 2/08/2017 (Upto5:30 p.m.Hrs.)

2.11 Online opening of bids

2.11.1 Opening of bids will be done through on-line process.

2.11.2 SOL shall on-line open Technical Bids on 03/08/2017 at 11:30 a.m. hrs. IST, in the presence of the authorized representatives of the bidders, who choose to attend.

2.11.3 Technical Bid of only those bidders shall be on-line opened whose documents listed at clause 2.8.2 have been physically received. The SOL

will subsequently examine and evaluate the Bids in accordance with the provisions of this document.

2.12 Rejection of Bids

2.12.1 Notwithstanding anything contained in this document, the SOL reserves the right to reject any bid and to annul the Bidding Process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason therefore. In the event that the SOL rejects or annuls all the bids, it may, in its discretion, invite all eligible bidders to submit fresh bids hereunder.

2.12.2 The SOL reserves the right not to proceed with the bidding process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.13 Validity of Bids

The BIDs shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective bidders and the SOL.

2.14 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the SOL in relation to, or matters arising out of, or concerning the bidding process.

2.15 Correspondence with the bidder

SOL shall not entertain any correspondence with any bidder in relation to acceptance or rejection of any bid.

D. Earnest Money Deposit

2.16 Earnest Money Deposit (EMD)

2.16.1 The earnest money deposit (EMD) deposited by the bidders empanelled by SOL shall be retained as Security Deposit for the performance of the Contract.

2.16.2 The bidders shall submit an EMD of Rs. 1,00,000 (one lac) in demand draft or in the form of bank guarantee, from any nationalized bank or scheduled commercial bank, substantially in the form at Appendix D in favour of Executive Director, School of Open Learning, University of Delhi. The validity period of the Bank Guarantee shall be for fourteen months.

2.16.3 The EMD shall be forfeited and appropriated by SOL as mutually agreed damages payable to the SOL for (a) inter-alia, time cost and effort of the SOL without the prejudice to any other right or remedy that may be available to the SOL under the bidding documents/or under the agreement, or otherwise if a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

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SECTION III EVALUATION OF BIDS

2.17 Opening evaluation and comparison of bids-The SOL will get the Bank Guarantee verified from the issuing authority and after due verification, the authority will examine and evaluate the Bid.

2.18 Tests of responsiveness

2.18.1 Prior to evaluation of Technical Bids, SOL shall determine whether each Technical Bid is responsive to the requirements of this document. A Technical Bid shall be considered responsive only if :

- (a) Bid is received online as per the format at Appendix A-1
- (b) Physical documents are received physically by the Bid Due Date.
- (c) It is accompanied by EMD.
- (d) It is not non-responsive in terms of this document.

2.19 Opening and evaluation of Financial Bids

2.19.1 The SOL shall inform the venue and time of online opening of the Financial Bids to the technically responsive bidders (Technically Qualified Bidders) through their email id, and state the date of opening on the e-procurement portal. SOL shall online open the Financial Bids only of Technically Qualified Bidders on the due date and time in the presence of the authorized representative of the Technically Qualified Bidders who may choose to attend. The SOL shall publically announce the rates quoted. SOL shall prepare a record of opening of Financial Bids.

2.19.2 SOL reserves the right to reject any BID which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the SOL in respect of such BID.

2.20 Determination of rates

SOL shall determine the lowest rates for different items/jobs of printing and laser typesetting based on the financial bids opened. SOL has the right to reject any rate it considers un-workable. The financially determined rates will become the approved rates (“Approved Rates”).

2.20.1 Offer of Approved Rates to Technically Qualified Bidders

The SOL shall offer the approved rates to the Technically Qualified Bidders for acceptance of the rates and conditions of contracts in the format at Appendix-C.

2.21 Empanelment

The Technically Qualified Bidders who accept the rates, sign the contract, provide the Performance Security and insurance policy will be placed on the SOL approved panel of offset printers and laser typesetters (Printers).

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SECTION IV

CHECK LIST

This check list is to help the bidders ensure that bids are complete.

S. No.	Details	Documents to be uploaded
1.	GST Registration Certificate	Scanned copy of certificate to be uploaded
2.	PAN Card	Scanned Copy of PAN CARD to be uploaded
3.	Declaration regarding non-blacklisting of the firm	Scanned copy of letter to be uploaded
4.	EMD	Scanned copy of EMD should also be uploaded along with the Technical Bid. Original document should be submitted to the Tender Inviting Authority on or before the last date & time of bid submission failing which the tender will be summarily rejected.
5.	The bid must be signed by a person duly authorized to bind the tenderer of the contract	Scanned Copy of authorization should be uploaded with photograph duly attested.

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SECTION V**

CONDITIONS OF CONTRACT

1. Definitions

1.1 In this contract, the following terms shall be interpreted as indicated:

- (a) “SOL” means the School of Open Learning (SOL).
- (b) “Printer” means the firm empanelled by SOL on the basis of bids invited by SOL.
- (c) “Goods” means the printed study material and other printed material that the Printer is to supply to SOL under the Contract Agreement against the Work Order placed with the Printer from time to time.
- (d) “Services” means all of the services that the Printer is required to render in completion of the Works Order.
- (e) “COC” means the Conditions of Contract.
- (f) “The Contract Agreement” or “Contract” means the agreement entered into between SOL and the Printer, signed by the parties, including all the attachments and appendices referred to therein or attached thereto.
- (g) “Work Order” means the letter containing the details of job, quantum of work assigned to be performed and the delivery schedule for the supply of goods to be executed under the Contract Agreement.
- (h) “Service Charges”/ “Production Cost” means the price payable to the Printer as specified in the schedule of approved rates, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Conditions of Contract.
- (i) “Completion” means the execution of the Work Order placed by the SOL with a variation of 0.5% (zero point five percent) more or less than the quantity mentioned in the Work Order.
- (j) “Damages” means damages payable by the Printer as set forth in this Conditions of Contract, as mutually agreed genuine pre-estimated loss and damage likely to be suffered by SOL and the same are not by way of penalty.
- (k) “Approved Rates” mean the rates offered by SOL after determining them on the basis of the Technical and Financial Bids received and accepted by the Printer.

2. Entire Agreement

- 2.1** The Contract Agreement constitutes the entire agreement between the SOL and the Printer and supersedes all communications, negotiations and

agreements (whether written or oral) of the parties with respect thereto made prior to the date of the Contract Agreement.

2.2 No amendment or other variation of the Contract Agreement shall be valid unless it is in writing, is dated, expressly refers to the Contract Agreement, and is signed by a duly authorized representative of each party thereto.

3. Specifications and Standards

3.1 The work performed under this Contract Agreement shall conform to the specifications mentioned in Technical Specifications (Appendix B).

4. Patent Rights

4.1 The Printer shall indemnify the SOL 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 India

5. Security Deposit

5.1 The Earnest Money Deposit (EMD) received from the Printer with his bid for empanelment will be retained by SOL as Security Deposit for the performance of the Contract, till the expiry of the Contract Agreement.

5.2 The Security Deposit can be forfeited by SOL, in the event of any breach or non-observance of any of the conditions of the Contract.

5.3 The Security Deposit and Performance Deposit shall be released by SOL only after successful completion of the contract.

5.4 If the work orders with the Printer remains incomplete two months before the expiry of the Bank Guarantee, SOL may ask the Printer to extend the validity of the Bank Guarantee by three months.

5.4 The SOL reserves its right to blacklist the Printer if printed material does not meet technical specification for a period of two years apart from forfeiture of Security Deposit.

6. Inspections and Tests

6.1 The SOL has all the rights to enter into the premises of its empanelled printers at any time and day for inspection of the press and make on the spot enquiries whether any job assigned by the SOL is in progress or not. The printer shall extend his full co-operation to facilitate the inspection and answer the queries of the inspecting official(s) to his/their full satisfaction.

6.2 The inspections and tests by the inspecting officials may be conducted on the premises of the Printer or at point of delivery and/or at the final destination of the goods. If conducted on the premises of the Printer, all

responsible facilities and assistance shall be furnished to the inspection(s) at no charge to the SOL.

- 6.3** Should any inspected goods fail to confirm to the specification, the SOL may reject them and the Printer shall either replace the rejected goods or make all alterations necessary to meet specified requirements free of cost to the SOL with in a period of 10 (ten) days of intimating such rejection/or as instructed by the SOL.
- 6.4** The right of SOL to inspect, test and where necessary, reject the goods after the arrival of the goods at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the SOL or its representative(s) prior to the goods despatch from the place of the Printer.
- 6.5** Nothing in clause 9 shall in any way release the Printer from any warranty or other obligations under the Contract Agreement.

7. DELIVERY OF PRINTED MATERIAL

- 7.1** The Printer shall deliver printed lessons/material, tied up in bundles of suitable size containing equal number of copies (but not exceeding 30) in full quantity ordered for and not in installments unless otherwise desired by the SOL.
- 7.2** The material shall be delivered through the Printer's own staff and transport, at the **lessons store (North /South)** of the SOL. The lesson store of SOL shall take delivery of the material and after proper counter signing the delivery challan for the purpose. The printed material shall be delivered only after verification by the printing section of SOL.
- 7.3** The Printer has to supply the printed materials on the basis of approved samples.
- 7.4** A copy of the printed lesson, script, print order proof and the negatives will be submitted to the SOL before the invoice is submitted.
- 7.5** While delivering the printed material to SOL, the Printer shall also render a complete and up-to date paper account showing quantity consumed in the prescribed proforma in triplicate.

8. Performance Security and Insurance against paper issued by SOL

- 8.1** The Printer shall furnish performance security in the form of BANK GUARANTEE/ DEMAND DRAFT for Rs. 5,00,000/- (Rupees Five Lakhs only) in favour of SOL against the printing paper that may be issued to the Printer from time to time by the SOL. This has to be obtained

from nationalized banks or scheduled commercial banks. Validity of the performance security shall be 14 months.

- 8.2** The Printer should furnish a comprehensive insurance policy cover for the paper/material issued to it against the contract for an amount of Rs. 5,00,000/- (Rupees five lakh only) covering the cost of paper/material in favour of SOL.
- 8.3.** It is the condition of the contract that no works order will be issued, and the contract agreement signed unless the performance security and the insurance policy are provided to the SOL.

9. Warranty

- 9.1** The printer warrants that the printed goods supplied under the Contract Agreement are new and unused and of the most recent production. The Printer further warrants that all goods supplied under the Contract Agreement shall have no defect arising from the design, material or workmanship or from any act of omission of the Printer, that may develop under normal use of the supplied goods.
- 9.2** This warranty shall remain valid for 26 (twenty six) months for every job order reckoned from the date of supply of last lot of the goods to the final destination and taken over by the consignee to the entire satisfaction of the SOL but received back from the buyer for defects and replaced by the SOL to the Buyer.
- 9.3** The SOL shall notify the Printer in writing of any claim arising under this warranty within the period of 25 (twenty five) months pursuant to clause 9.2.
- 9.4** Upon receipt of notice from SOL for defective unsold goods, the Printer shall, with all reasonable speed, replace the defective goods, free of cost at the ultimate destination. The Printer shall take over the defective goods (after it is made unsalable) at the time of their replacement. No claim whatsoever shall lie on the SOL for the replaced goods thereafter.
- 9.5** If the Printer, having been notified for the defective unsold goods, fails to remedy the defect(s) or replace the defective goods in the reasonable period mutually agreed upon, the SOL may proceed to take such remedial actions as may be necessary, at the Printer's risk and expense and without prejudice to any other rights which the SOL may have against the Printer under the Contract Agreement.
- 9.6** The warranty for the unsold defective goods will begin de novo from the date of receipt of remedied or replaced goods. Printer will pay all taxes and duties and all expenses of liable upto the destination of the replaced goods.

10. Payment

10.1 Submission of Bills

After completing the work assigned, the Printer will submit a bill, or invoice, to the SOL along with the following documents:

- (a) Delivery Challan
- (b) Specimen copy of the printed material
- (c) Paper Consumption Account
- (d) Performa invoice of delivered printed material and any other voucher/document in support of the items charged for in the invoice.

10.2 Payment against bill/invoice shall be released only after execution of the Work Order and the quality of the items are found to the satisfaction of the SOL. Payment will be made direct to the supplier through RTGS only.

10.3 No request for other mode of payment will be entertained. No advance payment will be made in any case and TDS will be deducted as per law.

10.4 SOL shall make its best efforts to release the payment of the bills, within 60 (sixty) days after receipt of complete documents.

11. Rates

The rates charged by the Printer for the printing and related works under the Contract Agreement against each specific Work Order shall be the Approved Rates.

12. Damages for non-compliance

12.1 Damages and other action for non-compliance by the Printer shall be as follows:

I. COMPOSING

- (1) The composed matter which does not correspond to prescribed specifications shall not be accepted.
- (2) For late submission of the final proofs, the SOL shall recover Damages at the rate of one percent of the total bill for composing per day of delay up to a maximum of ten percent for 10 days and thereafter the SOL may terminate the contract.

II. PRINTING

- (1) Inferior or defective printed matter shall under no circumstances be accepted by SOL.
- (2) In case any error or defect is discovered after delivery of the printed matter which is ascribable to the Printer, the Printer shall be bound to rectify such error or defect at his own cost to the

satisfaction of SOL and within the time limit fixed by SOL for the purpose.

- (3) In case of the delivery of any defective printed material which, owing to urgency or any other reason, cannot be rejected wholly, SOL shall deduct such sums from the concerned Printer's bills as may be considered appropriate.
- (4) The rejected printed material shall lie in SOL premises entirely at the printer's risk. The Printer will be expected to remove it at the earliest. However, if such rejected material is not removed within 7 days of notice to the printer regarding rejection, SOL shall have the right to dispose of such material as it deems fit.
- (5) For delay in delivery of the printed material, the SOL shall recover Damages at the rate sum equal to zero point five percent of the total bill for printing per day of delay up to a maximum ten percent—up to a maximum of 20 days and thereafter the SOL may terminate the contract and take action to forfeit the security deposit, and black listing of firm.
- (6) If the Printer after award of the contract violates any of the terms and conditions, fails to honour its bid without sufficient grounds and within reasonable time it shall be liable for blacklisting for a period of two years. EMD shall be forfeited.

Note 1: In case of genuine difficulties beyond the control of the Printer, on request, SOL may consider giving an extension of time limit up to a maximum of 10 (ten) days.

Note 2: SOL will deliver scripts to Printer under receipt clearly indicating therein (a) the number of pages, (b) number of copies to be printed and (c) the due date of submission of completed work in accordance with the above time schedule.

III. BINDING ETC.

- (1) Lessons with single stitches or shabbily trimmed will be considered defective and shall be dealt with accordingly as specified in clause 14.1 II (2) above.

13. SUPPLY OF PAPER/SAFE CUSTODY AND ACCOUNTING

13.1 Paper (both white printing paper for text and cover paper) for printing study material and other work will be supplied by the SOL.

13.2 The Printer is required to make his own arrangements and at his own costs for collecting the paper from the SOL or its authorized supplier or godown.

- 13.3** The Printer shall be responsible for the safe custody of the paper issued to them.
- 13.4** Before taking delivery of paper, the Printer shall check the quality and quantity of paper. After delivery, SOL will not be responsible for the condition, quality, quantity etc. of the paper supplied.
- 13.5** While delivering the printed material to the SOL, the Printer shall also render a complete and up-to-date paper account showing quantity received, previous balance, quantity consumed and balance in hand. The paper consumption, calculation and accounting done by SOL will be treated as final.
- 13.6** 2 (two) percent wastage of paper in printing will be considered normal. However in case of study material with print order up to 500 (five hundred) copies, the wastage allowed will be 4 (four) percent.
- 13.7** The Printer has to use only the paper supplied by SOL. In case at any time it comes to the knowledge of SOL that the Printer has replaced the paper supplied by the SOL, the SOL
- (a) shall recover the cost of the paper supplied by SOL as the quality of study material is of paramount importance.
 - (b) recover Damages treating the work as not done.
 - (c) may blacklist the Printer.
- 13.8** For any item work not included in the Approved Rates, and if considered justified, the practice of NCERT will be adopted.

14 Award of printing work

14.1 Work distribution /award of printing work shall be at the sole discretion of SOL.

15. Assignment of work

Neither the SOL nor the Printer shall assign, in whole or in part, except laser typesetting work, to any firm except with the prior written consent of the other party.

16. Force Majeure

16.1 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 of hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, 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 21 days from the date of occurrence thereof, neither party shall be 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 SOL 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 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.

17. Other Conditions

The following are the other conditions of the Contract

- (1) No extra charges for minor corrections/alterations will be allowed.
- (2) No composing charges will be paid for blank pages. However, processing and printing charges for offset will be allowed for the blank pages.
- (3) The title page will be considered as one page if no matter is printed on the reverse side.
- (4) Cover will be treated as one form for folding etc.
- (5) CD's, negatives/films of lessons shall be the property of SOL. The Printer shall return them to SOL at the time of delivery of printed lessons.
- (6) In case the negatives of the study materials are provided by SOL, a charge of 25% of the cost of negatives will be admissible to the Printer for using, maintaining and preserving them including corrections, if any.
- (7) The Printer shall be required to submit the soft copy of final document in the following file formats:
 - (i) Single PDF file.
 - (ii) Complete document file in MS-WORD (.doc) format only.
 - (iii) Cover page file (either in corel draw/MS-WORD (.doc) format only)
 - (iv) All the images inserted in the MS-WORD file must also be accompanied in JPEG (.jpg) format in a separate folder with proper caption i.e., figure name and numbers.
 - (v) The MS WORD and PDF files must be properly formatted.
 - (vi) All the fonts used in the document must be given in a separate folder.

18. Termination for Default

18.1 The SOL may, without prejudice to any other remedy for breach of contract, may send to the Printer a notice of its intention to terminate the Contract Agreement in whole or in part, if

- (a) the Printer fails to deliver any or all the items within the time period(s) specified in the Work Order or any extension thereof granted by the SOL;
- (b) the Printer fails to perform any other obligation(s) under the Contract Agreement; and
- (c) the Printer, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as SOL may authorize in writing) after receipt of the default notice from the SOL.

18.2 In the event the Printer fails to remedy the defaults within the specified period of 15 day, SOL may terminate the Contract in whole or in part SOL may procure, upon such terms and in such manner as it deems appropriate, items similar to those undelivered and the Printer shall be liable to the SOL for twenty percent of the estimated cost of printing of material not supplied as Damages

19. Termination for Insolvency

If the Printer becomes bankrupt or otherwise insolvent as declared by the competent court, the SOL may terminate the Contract by giving written notice to the Printer, without compensation to the Printer, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the SOL.

20. Set Off

Any sum of money due and payable to the Printer (including Security Deposit refundable to the Printer) under this Contract may be appropriated by the SOL and set off the same against any claim of the SOL for payment of sum of money arising out to this Contract or under any other contract made by the Printer with SOL.

21. Arbitration

In the event of any dispute or differences between the firm and this office, whether arising during the execution of orders under these terms and conditions or thereafter whether by breach or in manner in regard to:

- (a) the construction of the terms and condition of the Contract,
- (b) the respective rights and liabilities of the parties under the Contract, and
- (c) any matter or thing out of or in connection with these terms and conditions then either party shall give notice to the other of the same and such dispute or difference shall be and hereby referred to the arbitration of such person as the Executive Director, SOL, University of Delhi, Delhi may nominate and the decision of such Arbitrator shall be conclusive and binding on the parties hereto. The provisions of Arbitration and Conciliation Act 1996 shall apply.

22. Legal Jurisdiction

It is also the condition of this Contract that the court which has jurisdiction over Delhi shall have absolute jurisdiction for adjudicating any difference or disputes arising out of this Contract to the exclusion of all other courts.

23. Removal from the Panel of Printer

23.1 Refusal of the Printer to accept and execute the Work Order issued by SOL, for reasons not covered by Force Majeure, shall be viewed as violation of the

Contract Agreement and the SOL has the right to remove the name of the Printer from the panel of printers after issuing a show cause notice, and after considering the reply. If the printer wants to be heard in person, SOL will provide him an opportunity to do so.

23.2 Use of paper by the Printer other than provided by SOL in any Work Order is a fraudulent action and in such cases Printer shall be removed from the panel of printers and Security Deposit and Performance Security for the value of the paper supplied forfeited.

24. Taxes and Duties

The Printer shall be entirely responsible for all taxes, license fees, octroi, road permits, etc. incurred until delivery of the contracted Goods to SOL. However, Goods and Services Tax in respect of the transaction will be payable by SOL.

TENDER DOCUMENT

SECTION VI

Format of the Agreement between SOL and Printer

INDIAN NON JUDICIAL STAMP PAPER

Government of National Capital Territory of Delhi

e-Stamp

CONTRACT AGREEMENT

THIS AGREEMENT made on the ----- day of -----, 2017 between School of Open Learning (SOL), University of Delhi, Delhi-110007 (hereinafter called “SOL”) of the one part and (Name of Printer) M/s.----- Address ----- (hereinafter called “Printer”) of the other part.

WHEREAS SOL has empanelled the Printer for laser type setting, plate making, printing, binding, packing and forwarding of the printed material based on his/her Technical Bid and Financial Bid and whereas the Printer has accepted the schedule of Approved Rates offered by the SOL to the Printer.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The Contract Agreement consists of the following documents which are the part of Tender Document for empanelment of printer by the SOL.

S. No.	Description of Contents	SECTION or APPENDIX NO.
1.	E-Tender Notice	
2.	Introduction	Section I
3.	Instruction to Bidders	Section II
4.	Evaluation of Bids	Section III
5.	Check List	Section IV
6.	Condition of Contract	Section V
7.	Contract Form	Section VI
8.	Technical Bid	Appendix-A-1
9.	Financial Bid	Appendix-A-2
10.	Technical Specification	Appendix-B
11.	Offer Of Empanelment	Appendix- C-1
12.	Letter of Empanelment	Appendix- C-2
13.	Bank Guarantee Form For EMD	Appendix –D
14.	Bank Guarantee Form For Performance Security	Appendix –E

3. In consideration of the payments to be made by the SOL to the Printer as hereinafter mentioned, the Printer hereby covenants with the SOL to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Tender Document including this Contract.
4. The SOL hereby covenants to pay the Printer in consideration of the provision of the services and the remedying of defects therein, the schedule of Approved Rates rates as finalized by the SOL and accepted by the Printer and such other sum as may become payable under the provision of the contract agreement applicable at the time and in the manner prescribed by the Conditions of Contract.
5. GST (Goods and Services Tax) where applicable will be reimbursed if claimed.

Authorized Signatory of the Firm

Executive Director
School of Open Learning,
University of Delhi, Delhi-110007

APPENDIX-A-1

Letter for Technical Bid

(on letter head of the bidder)

Dated:

To

Executive Director,
School of Open Learning
5, Cavalry Lane,
University of Delhi,
Delhi-110007

Sub: Technical Bid for Offset Printing and Laser Type Setting

Dear Sir,

With reference to your Tender Document dated, we, having examined the document and understood its contents, hereby submit our Technical Bid for qualification for the aforesaid work. The bid is unconditional and unqualified.

2. We acknowledge that the SCHOOL OF OPEN LEARNING (SOL) will be relying on the information provided in this letter and the documents accompanying it. We certify that all information provided in the letter and in Annexes I and II is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the letter are true copies of their respective originals.

3. This statement is made for the express purpose of qualifying as a bidder for the offset printing and laser typesetting work for SOL.

4. We shall make available to the SOL any additional information it may find necessary.

5. We acknowledge the right of the SOL to reject our Technical Bid, without assigning any reason.

6. We declare that we have not been directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice for this work.

7. We understand that SOL may cancel the bidding process at any time and that SOL is neither bound to accept any Technical Bid, without incurring any liability to the bidders.

8. We agree and undertake to abide by all the terms and conditions of the Tender Document, including the Conditions of Contract.

In witness thereof, we submit this Technical Bid under and in accordance with the terms of the Tender Document.

Yours faithfully,

Date: (Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the bidder

ANNEX-I

Details of Applicant

1. (a) Name:
(b) Address:
2. Details of individual(s) who will serve as the point of contact/ communication with the SOL:
 - (a) Name:
 - (b) Designation:
 - (c) Telephone Number:
 - (d) Mobile Number:
 - (e) E-Mail Address:
3. Particulars of the Authorized Signatory of the Applicant:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number (office) ----- Mobile: -----
 - (e) E-Mail Address:

Appendix A-1

Annex-II

Technical Capacity

1. Latest letter no. and date of the NCERT/IGNOU/NIOS/SOL as proof of with any or all of the following four organizations as on 1st April, 2015 or later. (Attach scanned copies)
2. Two Certificate from statutory auditor

Certificate No.1 from the Statutory Auditor

Based on the records of the printer, it is to certify that ----- (name of bidder) has printing press/presses in the National Capital Region (NCR) at the following addresses:

1. _____
2. _____
3. _____

Name of Statutory Auditor/ firm:

Seal of the audit firm: (Signature, name and designation of the authorized signatory

Date:

Certificate No. 2 from the Statutory Auditor

Based on its books of accounts, records and other published information authenticated by it, this is to certify that (Name of the bidder) was engaged by (name of the organization on panel of offset printers) received the following payments for the offset printing work from the said organization; and that this amount is not less than Rs. 60/- (sixty) lakh in two years 2015-16 and 2016-17:

Year	Amount Received	Name of the organization	Nature of work done
Total			

Name of Statutory Auditor/ firm:

Seal of the audit firm: (Signature, name and designation of the authorized signatory

Date:

APPENDIX – A-2

(on letter head of the bidder)

Letter comprising the Financial Bid

Dated:

To,
The Executive Director,
5-Cavalary Lane,
University of Delhi,
Delhi-110007

Sub: Financial Bid for Offset Printing and Laser Type Setting

Dear Sir,

With reference to your Tender Document dated----- we, having examined the document and understood its contents, hereby submit our Financial Bid for the aforesaid work. The bid is unconditional and unqualified

2. I/ We acknowledge that the School of Open Learning (SOL) will be relying on the information provided in the Financial Bid and the documents accompanying it, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. The bid price/rate has been quoted by us after taking into consideration all the terms and conditions stated in the Tender Document and our own estimates of costs.
4. We acknowledge the right of the SOL to reject our Bid without assigning any reason.
5. In the event of we being offered to accept the rates determined by SOL as the approved rates payable for printing, we agree to consider the rates, and if found acceptable, to enter into a Agreement in accordance with the contract that has been provided in the Tender Document. We agree not to seek any changes in the aforesaid contract and agree to abide by the same.
6. We shall keep this offer valid for 120 (one hundred and twenty) days from the BID Due Date specified in the tender document.

7. I/ We hereby submit our Bid and offer the rates for different items of work as per Annex 1 attached.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

Name & seal of Bidder/Lead Member: -----

Class III DSC ID of Authorized Signatory:-----.

Date:

Place:

FINANCIAL BID

Financial Bid for Laser Composing and Offset Printing for the session 2017-2018

Rates are to be quoted on the following lines:

SIZE – 20 X 30/8

S.No.		In Figures	In words
1.	Laser Composing Charges (Per Page up to Page makeup)		
a)	English		
b)	Hindi		
c)	Sanskrit (Hindi Medium)		
d)	Sanskrit (English Medium)		
e)	Mathematics		
f)	Commerce* (Only Accounting and Statistical work)		
g)	Punjabi		
h)	Tamil		
2.	Offset Process		
a)	Negative Charges (Per Page)		
b)	Plate-making Charges (Per Page)		
3.	Printing Charges		
	Per Page per 1,000 copies		
	Per Page for the next 500 copies		
4.	Cover Printing		
I	Laser-composing and Offset printing charges		
a)	Two colour printing first 1,000 covers		
b)	Printing of Subsequent 1,000 covers		
c)	Printing of Subsequent 500 covers		

Seal and Signature of the Tenderer

II	Laser-composing and Offset printing charges		
a)	Four colour printing first 1,000 covers		
b)	Printing of Subsequent 1,000 covers		
c)	Printing of Subsequent 500 covers		
5.	Binding Charges		
a)	Folding,gathering,collating and trimming of 8 pages form or part thereof per 1,000 copies		
	Subsequent 500 copies		
b)	Wire stitching charges with two stitches on a form of 16 pages per 1,000 copies		
	Subsequent 500 copies		
c)	Perfect Binding up including creasing pasting of cover: (With hot special glue with machine only, Folding, gathering, collating of all text pages with cover drawn and glue along the spine)		
	(i) Rate per copy up to 144 Pages		
	(ii)Rate per copy per additional form of 16 pages and part thereof		
6.	Cartage Charges		
	For delivery of printed lessons per Ream		
7.	Design / Diagram		
	Preparation of each design / diagram ¼ page		
	½ page		
8.	GST as applicable (Except 1 & 6)	-----	-----

* The other pages in the lesson in Commerce will be treated as solid matter in both the mediums.

Seal and Signature of the Tenderer

S.No		In Figures	In words
1.	Laser Composing Charges (Per Page up to Page makeup)		
a)	English		
b)	Hindi		
c)	Sanskrit (Hindi Medium)		
d)	Sanskrit (English Medium)		
e)	Mathematics		
f)	Commerce* (Only Accounting and Statistical work including Tabular work)		
g)	Punjabi		
h)	Tamil		
2.	Offset Process		
a)	Negative Charges (Per Page)		
b)	Plate-making Charges (Per Page)		
3.	Printing Charges		
	Per Page per 1,000 copies		
	Per Page for the next 500 copies		
4.	Cover Printing		
I	Laser-composing and Offset printing charges		
a)	Two colour printing first 1,000 covers		
b)	Printing of Subsequent 1,000 covers		
c)	Printing of Subsequent 500 covers		

Seal and Signature of the Tenderer

II	Laser-composing and Offset printing charges		
a)	Four colour printing first 1,000 covers		
b)	Printing of Subsequent 1,000 covers		
c)	Printing of Subsequent 500 covers		
5.	Binding Charges		
a)	Folding,gathering,collating and trimming of 8 pages form or part thereof per 1,000 copies		
	Subsequent 500 copies		
b)	Wire stitching charges with two stitches on a form of 16 pages per 1,000 copies		
	Subsequent 500 copies		
c)	Perfect Binding up including creasing pasting of cover: (With hot special glue with machine only, Folding, gathering, collating of all text pages with cover drawn and glue along the spine)		
	(i) Rate per copy up to 144 Pages		
	(ii)Rate per copy per additional form of 16 pages and part thereof		
6.	Cartage Charges		
	For delivery of printed lessons per Ream		
7.	Design / Diagram		
	Preparation of each design / diagram ¼ page		
	½ page		
8.	GST as applicable (Except 1 & 6)	-----	-----

* The other pages in the lesson in Commerce will be treated as solid matter in both the mediums.

Seal and Signature of the Tenderer

S.No.		In Figures	In words
1.	Laser Composing Charges (Per Page up to Page makeup)		
a)	English		
b)	Hindi		
2.	Offset Process		
a)	Negative Charges (Per Page)		
b)	Plate-making Charges (Per Page)		
3.	Printing Charges		
	Per Page per 1,000 copies		
	Per Page for the next 500 copies		
4.	Cover Printing		
I	Laser-composing and Offset printing charges		
a)	Two colour printing first 1,000 covers		
b)	Printing of Subsequent 1,000 covers		
c)	Printing of Subsequent 500 covers		
II	Laser-composing and Offset printing charges		
a)	Four colour printing first 1,000 covers		
b)	Printing of Subsequent 1,000 covers		
c)	Printing of Subsequent 500 covers		

Seal and Signature of the Tenderer

5.	Binding Charges		
a)	Folding,gathering,collating and trimming of 8 pages form or part thereof per 1,000 copies		
	Subsequent 500 copies		
b)	Wire stitching charges with two stitches on a form of 16 pages per 1,000 copies		
	Subsequent 500 copies		
c)	Perfect Binding up including creasing pasting of cover: (With hot special glue with machine only, Folding, gathering, collating of all text pages with cover drawn and glue along the spine) (i) Rate per copy up to 144 Pages		
	(ii)Rate per copy per additional form of 16 pages and part thereof		
6.	Cartage Charges		
	For delivery of printed lessons per Ream		
7.	GST as applicable (Except 1 & 6)	-----	-----

Signature in full (with rubber stamp) of the Proprietor/Partners/Director

Full Address _____

Seal and Signature of the Tenderer

APPENDIX-B

TECHNICAL SPECIFICATION

The School of Open Learning aims to provide its students with neat, accurate, well-printed study material in the standard lesson format. The bidder should therefore satisfy itself that it can print and supply the material in bulk according to the quality prescriptions and the time schedule laid down below, the term printer means bidder.

I. COMPOSING

- (1) The laser composing must be done on computer, using software MS Word (doc) format only.
- (2) Specialization in composing of at least two of the following subjects: (a) Mathematics (b) Sanskrit (c) Tamil (d) Hindi (e) Urdu (f) Accounts (g) Punjabi.
- (3) Matter shall be composed in 13.5x20 cm. and/or 15x24 cms size in 12 point Times New Roman font in case of English and in 12 point type face in case of Hindi without any extra interline or paragraph space.
- (4) Return command shall be put only after paragraphs.
- (5) Tables, where necessary, shall be printed in a neat and accurate manner and placed appropriately.
- (6) The printer/composer shall also arrange for the preparation of designs and diagrams at rates approved by the SOL.
- (7) The **printer/composer** shall submit only final proofs to SOL for author's checking and approval.
- (8) The printer shall be required to submit the full and final proofs (including cover and SRS pages) to SOL as per the following time schedule.

TIME SCHEDULE FOR COMPOSING

No. of Pages	Days Required for Composing
1 to 50 pages	10 days
51 to 100 pages	20 days
More than 100 pages	30 days

Note 1: The above time schedule does not include the time taken by SOL in the clearance of final proofs.

Note 2: In case of genuine difficulties, on request by the printer, SOL may consider giving the extension of time up to a maximum period of 10 (ten) days.

Note 3: The SOL will deliver the manuscripts to the printer under receipt clearly indicating therein (a) the number of pages and (b) the due date of submission of completed work in accordance with the above time schedule.

II. PRINTING

- (1) Printing shall be neat, accurate and uniformly of good quality; ink used shall also be of standard quality.
- (2) The printer shall be required to deliver the printed material in finished form at the SOL Store at it's North/South Study Centre as per the following time limits.

No. of Copies to be Printed

No. of Copies	Upto 5000 copies	5001 to 10,000copies	Above 10,000 copies
Upto 50 pages	7 days	10 days	15 days
Upto 100 pages	10 days	15 days	20 days
More than 100 pages	15 days	20 days	25 days

III. BINDING ETC.

A. Requirements

- (1) Printed material shall be bound neatly with two wire stitches (Centre Stitches or Side Stitches), after carefully checking the dummy.
- (2) Printed material will be neatly trimmed, **1/4"** each on the lower and upper edges and **1/4"** from the side edge so that the ready size of the finished lesson is exactly **9.5"x7.25"** and/or **11"x8.5"**.

APPENDIX-C-1

OFFER OF EMPANELMENT

To

Subject: Offer of Empanelment of Offset Printers

Dear Sir,

Reference to your Technical Bid and Financial Bid for enlistment on the panel of SOL's Offset Printers, SOL has decided to the enlist your press on the panel of SOL offset printers. Please find two copies each of schedule of Approved Rates and Contract Agreement.

2. Please go through these approved rates and send back to SOL one copy of the same to us duly signed by the Authorized Signatory and with office stamp in token of your unconditional acceptance of these Approved Rates.
3. Please also submit a comprehensive insurance policy of Rs. 5,00,000 (five lakh) and a bank guarantee of Rs. 5,00,000 (five lakh) as performance security for the paper to be supplied by SOL.
4. Two copies of the contract may also be returned (both the copies) to us duly signed (by Authorized Signatory) and stamped with seal of the firm. One copy of the Agreement will be returned to you after it is counter-signed by the competent authority of the SOL for your record.
5. On receipt of your acceptance of rates, performance security, insurance policy and the contract agreement, your press will be placed on the panel of Offset Printers for SOL.
6. You are, therefore, advised to do the needful within seven days of the dates of issue of this letter, failing which it will be presumed that you are not interested in empanelment with SOL.

Thanking you,

Yours faithfully

Executive Director

Encl: As above

Appendix C-2
Letter of Empanelment

To

Subject: Empanelment of press on the panel of SOL's Offset Printers

Sir,

In response to our letter No. ----- on the subject cited above, and your reply dated -----, you have submitted the insurance policy, and bank guarantee, Contract Agreement duly signed and stamped and your unconditional acceptance to our Approved Rates.

The SOL is pleased to inform you that your press has been enlisted on the panel of SOL's Offset Printers.

One copy of the Contract Agreement, countersigned by the competent authority of SOL is enclosed for your record.

You may now contract Printing Section of SOL for allotment of printing jobs.

Thanking you,

Yours faithfully

Executive Director

Encl: As above

APPENDIX-D
Form of Bank Guarantee for EMD and Security Deposit

In consideration of the Executive Director, School of Open Learning, University of Delhi (hereinafter called “The SOL”) having invited bids to consider empanelling of printers, and _____ (name and address of the bidder (hereinafter called “Bidder”) being desirous of submitting the bids, and it being one of the term of bidding document that the bidder shall submit an irrevocable Bank Guarantee for Rs. (Rupees..... only) as Earnest Money Deposit which may be converted into a Security Deposit if the Bidder is empanelled on the basis of his bids, for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (hereinafter referred to as “the Bank”) hereby undertake to pay to the SOL an amount not exceeding Rs.(Rupees..... Only) on demand by the SOL
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the SOL stating that the amount claimed as required to meet the recoveries due or likely to be due from the said Bidder. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)
3. We, the said bank further undertake to pay the SOL any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bank guarantee shall be a valid discharge of our liability for payment thereunder and the Bidder shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the SOL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged.
5. We, (indicate the name of the Bank) further agree with the SOL that the SOL shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the SOL against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Printer or for any forbearance, act of omission on the part of the SOL or any indulgence by the SOL to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.
7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the SOL.
8. This guarantee shall be valid up tounless extended on demand by the SOL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated theday offor.....(indicate the name of the Bank)

APPENDIX-E
Form of Bank Guarantee for Performance Security

In consideration of the Executive Director, School of Open Learning, University of Delhi (hereinafter called “The SOL”) having offered to empanel as printer _____ (hereinafter called “the Printer”) provided the Printer submits an irrevocable Bank Guarantee for Rs. (Rupees..... only) as Performance Security for the security of the paper supplied by the SOL to the Printer for printing of study material etc. for SOL.

1. We, (hereinafter referred to as “the Bank”) hereby undertake to pay to the SOL an amount not exceeding Rs.(Rupees..... Only) on demand by the SOL.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the SOL stating that the amount claimed as required to meet the recoveries due or likely to be due from the said Printer. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)
3. We, the said Bank further undertake to pay the SOL any money so demanded notwithstanding any dispute or disputes raised by the Printer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment thereunder and the Printer shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the SOL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged.
5. We, (indicate the name of the Bank) further agree with the SOL that the SOL shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the SOL against the said Printer and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Printer or for any forbearance, act of omission on the part of the SOL or any indulgence by the SOL to the said Printer or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Printer.
7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the SOL.

8. This guarantee shall be valid up tounless extended on demand by the SOL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated theday offor.....(indicate the name of the Bank)