

**SCHOOL OF OPEN LEARNING  
(CAMPUS OF OPEN LEARNING)  
UNIVERSITY OF DELHI  
DELHI – 110007**



**TENDER DOCUMENT**

**Sub: Tender for Sale of Library Books/ Confidential Official Records/Study material after Shredding and Old Newspapers**

Date of publishing of Tender Document	07/09/2018
Bid Submission Start Date	07/09/2018
Bid Submission End Date	18/09/2018
Bid Opening Date	19/09/2018

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## SECTION - I

### SCHOOL OF OPEN LEARNING UNIVERSITY OF DELHI DELHI

#### E- TENDER NOTICE

Executive Director (ED), School of Open Learning, University of Delhi invites tender under Two Bids System (Technical and Financial) for Sale of Library Books/ Confidential Official Records /Study material after Shredding and Old Newspapers

Item	Details / Date
EMD	Rs.15,000/-
Bid Submission Start Date	07/09/2018
Bid Submission End Date	18/09/2018
Bid Opening Date	19/09/2018

#### Notes:

- (i) All details regarding the subject tender are available on our websites [www.sol.ac.in](http://www.sol.ac.in), [www.du.ac.in](http://www.du.ac.in) and <https://eprocure.gov.in/eprocure/app>. Bidders are therefore, requested to visit our websites regularly to keep themselves updated.
- (ii) Manual bids shall not be accepted.**
- (iii) For submission of E-Bids, bidders are required to get themselves registered with <http://eprocure.gov.in/eprocure/app>.
- (iv) **EMD should be in the form of Account Payee DD in favour of Executive Director, SOL, University of Delhi & should reach the Asstt. Registrar General, Room No: 206, 2<sup>nd</sup> Floor, School of Open Learning, University of Delhi, Delhi-110007 on or before the last date and time of bid submission, failing which offer will be liable for rejection.** Bidders, however have to upload scanned copy of EMD along with their other document. The firms registered with MSME are exempt from submission of EMD subject to production of certificate of registration. Bidders may also contact toll free No. 1800 233 7315 of Central Public Procurement Portal for obtaining guidance to fill online tender.

**ASSISTANT REGISTRAR (GENERAL)**

## SECTION - II

### GENERAL TERMS AND CONDITIONS

#### A GENERAL

##### 2.1 General Terms of Bidding

- a) 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.
- b) 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

- a) The bidder should be in the field of Sale of Library Books/ Confidential Official Records /Study material after Shredding and Old Newspapers for the last 3 years i.e. 2015-16, 2016-17 & 2017-18 in Central Government/ State Government/Departments/ PSUs/ Autonomous Bodies/ Colleges. Relevant proof for supporting the above shall be submitted.
- b) The bidder should be located in Delhi/NCR.
- c) The bidders should have GST Number.
- d) The bidders should have PAN Card.
- e) The bidders should not have been blacklisted by any of the Departments/ Organizations of the Government of India/Government of NCT of Delhi.

##### 2.3 Verification and disqualification

- a) SOL reserves the right to verify all statements, information and documents submitted by the bidder.
- b) SOL reserves the right to reject any bid and appropriate EMD if, at any time, a material misrepresentation is made or uncovered

##### 2.4 Contents of Documents

The Tender Document consists of the following –

- |  |              |
|--|--------------|
| a) e- Tender Notice                        | Section I    |
| b) General terms and conditions            | Section II   |
| c) Special Conditions of Contract          | Section III  |
| d) Check List of Documents to be submitted | Section IV   |
| e) Letter for Technical Bid                | Appendix A-1 |
| f) Letter comprising the financial bid     | Appendix A-2 |
| g) Undertaking regarding Blacklisting      | Appendix A-3 |
| h) Tender Acceptance Letter                | Appendix A-4 |
| i) Contract Agreement                      | Appendix A-5 |

## 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 (General)**  
**Room No. 206, School of Open Learning**  
**5-Cavalry 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.

## **PREPARATION AND SUBMISSION OF BIDS**

### 2.7 Format and signing of Bids

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 received in hard copy.

### 2.8 Documents Comprising Technical and Financial Bid

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.

### 2.9 TECHNICAL BID-Appendix A-1 digitally signed

- i Appendix: A-1
- ii Scanned copy of proof of being in field of Sale of Library Books/ Confidential Official Records /Study material after Shredding and Old Newspapers
- iii Scanned copy of work order alongwith performance reports during last three years i.e. 2015-16, 2016-17, 2017-18 Government Departments / PSUs and Autonomous Bodies.
- iv Scanned copy of PAN CARD
- v Scanned copy of GST Registration Certificate.
- vi Scanned copy of declaration of non-blacklisting.
- vii Scanned copy of Tender Acceptance letters.

## **2.10 FINANCIAL BID**

Financial bid format is provided with Appendix-A2 along with this tender document at <https://eprocure.gov.in>. The financial bids are to be uploaded in the BOQ in the CPP Portal. **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.

- i The rates shall be quoted in Indian Rupee only.
- ii In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
- iii The bidder shall upload Appendix-A-2 digitally signed
- iv Rates shall remain firm during period of contract and will not be revised with the revision of any taxes by the Government of India or by the Government of NCT of Delhi.

## **2.11 Bid Due Date**

The technical and financial bid shall be submitted on CPP Portal <http://eprocure.gov.in/eprocure/app> on or before 3.00 p.m. 18/09/2018 (“the Bid Due Date”) Similarly, physical submissions of documents will also be completed by the same date and time.

## **2.12 Online opening of bids**

- a) Opening of bids will be done through on-line process.
- b) SOL shall on-line open Technical Bids on 19/09/2018 at 3.00 p.m. in the presence of the authorized representatives of the bidders, who choose to attend.

## **2.13 Rejection of Bids**

- a) 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.
- b) 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.

## **2.14 Validity of Bids**

The BIDs shall be valid for a period 120 (One hundred twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective bidders and the SOL.

## **2.15 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.

## **2.16 Correspondence with the bidder**

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

## **EARNEST MONEY DEPOSIT**

### **2.17 Earnest Money Deposit (EMD)**

- a) The bidders shall submit an EMD of Rs.15,000/- (Fifteen Thousand) in the form of account payee demand draft /Banker's cheque from any nationalized bank or scheduled commercial bank, in favour of **Executive Director, School of Open Learning, University of Delhi** payable at Delhi.
- b) The tender with no EMD shall be summarily rejected.
- c) In case of unsuccessful bidder, the EMD will be refunded without interest.

## **EVALUATION OF BIDS**

### **2.18 Tests of responsiveness**

- a) 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:
  - i Bid is received online as per the format at Appendix A.
  - ii It is accompanied by EMD.
  - iii It is not non-responsive in terms of this document.

### **2.19 Opening and evaluation of Financial Bids**

SOL shall online open the Financial Bids on the due date and time of Technically Qualified Bidders in the presence of their authorized representative who may choose to attend. 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 Acceptance of Letter of Intent (LoI)**

The SOL shall issue Letter of Intent for award of work to the Technically and Financially Qualified Bidder with **highest rate (H-I)** for acceptance. The bidder shall within 7 days of issue of placement of acceptance of order give his acceptance along with Performance security.

## **2.21 Award of Work**

Upon receipt of performance security, SOL shall place order on successful bidder. The contract shall be valid for three years from the date of award of work on the same rates, terms and conditions.

## **2.22 Signing of Agreement**

The successful bidder will have to sign an agreement with SOL in Appendix A-5 in Rs.100/- e-stamp.

## **2.23 Sub-letting of Work**

The contractor will not sublet contract to any other party.



## **SECTION - III**

### **SPECIAL CONDITIONS OF CONTRACT**

#### **3.1 PERFORMANCE SECURITY**

- i Successful bidder shall furnish performance security to the SOL (Appendix A-6) for an amount equal to 10% of the value of order within 7 days of placement of acceptance order in the form Demand Draft drawn in favour of Executive Director, SOL, Delhi, payable at Delhi. The performance security will be released after 26 months.
- ii The proceeds of performance security shall be payable to SOL as compensation for any loss resulting from supplier's failure to complete its obligations.
- iii The performance security shall be discharged by SOL after completion of supplier's performance obligations including any warranty obligations after completion of 14 months from the date of order.

#### **3.2 LOCATION OF MATERIAL**

The books and other forms are lying in different floors of Library building, Stores and other buildings of SOL. The bidders can visit/ inspect the locations in SOL premises to see the location and access the quantity. The contractor will have to bring down books, papers and study material on the ground by his workers on its own for shredding. The expenses on this account shall be borne by the contractor.

#### **3.3 SHREDDING**

The contractor shall bring his own shredding machine to do the shredding in SOL premises itself.

#### **3.4 WEIGHT**

Weight shall be done after shredding in SOL premises in the presence of SOL representatives.

#### **3.5 PAYMENT**

The contractor shall have to deposit the amount as calculated on the basis of rates and weight with Head Cashier, SOL on the same day. He will be allowed to lift the shredded material only after the amount has been deposited for converting shredded material into paper by recycling

#### **3.6 PENALTY**

- a) The contractor will have to lift the shredded material when it is required within three days' notice.
- b) If the contractor fails to lift the material after direction, a penalty at the rate of Rs.500/- will be levied per day.

### **3.7 UTILIZATION CERTIFICATE**

The shredded books, forms will be disposed off on Pulping basis. The certificate from the mill that the material purchased by the contractor from SOL has been converted into pulp shall be submitted within one month of the date of taking delivery failing which it would be termed as breach of contract.

### **3.8 PACKING, TRANSPORTATION**

The contractor will bear all expenses on transportation of machine(s) for shredding, packing, loading, lifting of the material and transportation of the material from SOL premises.

### **3.9 INDEMNITY**

The contractor shall indemnify SOL against all other damages/ charges and expenses for which SOL may be held liable or pay on account of the negligence of the contractor or his staff or any person under his control whether in respect of accident, injury to the person or damage to the property of any member of public or any person or in executing the work or otherwise and against all claims and demands thereof. SOL shall not be responsible financially or otherwise for any injury to the worker or person deployed by the bidder during the course of performing duties.

### **3.10 COMPLIANCE WITH APPLICABLE LAW**

The contractor shall comply with the provisions of Contract, Labour Regulation & Abolition Act, 1970, Minimum Wages Act and all other labour laws and other Statutory Regulations (both Central and States) that may be enforced from time to time by the appropriate authorities. The SOL shall not be held responsible for any penalty on account of failure to adhere to the above labour regulations, etc. The contractor shall be responsible to fulfill all the obligations in connection with the workers employed by the contractor for the purpose of the contract and all the Statutory and other liabilities if any including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Workman Compensation, if any, etc. in connection therewith shall be on the contractor account and payable by the concerned contractor.

### **3.11 DISPUTE SETTLEMENT**

- . In the event of any dispute arising under this contract, the same shall be referred to sole arbitration of Executive Director, SOL. The agreement to appoint arbitrator will be in accordance with Arbitration & Conciliation Act 1996. The award of arbitrator shall be final and binding on both the parties. The venue of the arbitration proceeding shall be the office of SOL, Delhi or such other place as the arbitrator may decide.

### **3.12 COURT JURISDICTION**

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

**ASSISTANT REGISTRAR  
(GENERAL)**

## SECTION – IV

### CHECK LIST OF DOCUMENTS TO BE SUBMITTED

S.No.	Description	Documents to be uploaded
1	Name of firm	
2	Business address of firm	
3	Tel No. / Mobile No.	
4	Having proof of being in the field Sale of Library Books/ Confidential Official Records /Study material after Shredding and Old Newspapers in the last three years in <b>Central Government/ State Government/Departments/ PSUs/ Autonomous Bodies/ Colleges.</b>	Scanned copy
5	Experience certificate and performance certificate for the last three years 2015-16, 2016-17 & 2017-18 should be uploaded.	Scanned copies
6	Earnest Money Deposit (EMD)	Scanned copy
7	PAN card	Scanned copy
8	GST Registration certificate	Scanned copy
9	Self-declaration regarding non-blacklisting of firm	Scanned copy (Appendix A-3)
10	Tender Acceptance Letter	Scanned copy (Appendix A-4)

**APPENDIX: A-1**  
Letter for Technical Bid  
(On letter head of the bidder)

To

Date

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

**Sub: Technical Bid ..... to School of Open Learning.**

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.

1. 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.
2. This statement is made for the express purpose of qualifying as a bidder for running the canteen in SOL(North).
3. We shall make available to the SOL any additional information it may find necessary.
4. We acknowledge the right of the SOL to reject our Technical Bid, without assigning any reason.
5. 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.
6. 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. 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

**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-2**  
(On letter head of the bidder)  
**Letter comprising the Financial Bid**

Date

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

**Sub: Financial Bid for ..... to School of Open Learning.**

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 item. The bid is unconditional and unqualified.

1. 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.
2. 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.
3. We acknowledge the right of the SOL to reject our Bid without assigning any reason.
4. In the event of we being offered to accept the rates determined by SOL as the approved rates payable for running the Canteen, we agree to accept the rate and enter into an agreement in accordance with the contract that has been provided in Tender Document.
5. We shall keep this offer valid for 120 (One hundred twenty) days from the Bid due date.
6. I/ We hereby submit our Bid and offer the rates for different services.

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:

**ANNEXURE - III**

**FINANCIAL BID**

Schedule of Prices for Contract for Lifting of shredded Material of School of Open Learning, University of Delhi in the manner as specified in terms and conditions of tender.

(In Rs.)

Item	Rate per quintal	
	Figures	Words
Library Books after shredding		
Confidential office records after shredding		
Study Material after shredding		
Old Newspapers		
Old Magazines		
Old File Covers		
Old File Boards		
Envelopes		
Old Office Records		
Waste Paper		

Signature of the Bidder \_\_\_\_\_

Name of the Signatory \_\_\_\_\_

Name of the Firm/agency \_\_\_\_\_

Seal of the Firm/Agency \_\_\_\_\_

Place:

Date: \_\_\_/\_\_\_/2018



**APPENDIX: A-3**

The Executive Director  
School of Open Learning  
5, Cavalry Line  
University of Delhi  
Delhi – 110007

**Sub: Under taking regarding Blacklisting/ Non-Debarment**

Sir,

We hereby confirm and declare that we. M/s  
..... is not blacklisted/ Debarred by any govt.  
Deptt./ Public Sector Undertaking/ Private Sector or any other agency for which we  
have executed/ undertaken the works during the last 3 years.

For .....

Authorized Signatory with seal

**APPENDIX: A-4**

**TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

To  
The Executive Director,  
School of Open Learning,  
5 Cavalry Line  
University of Delhi,  
Delhi-110007

**Sub: Acceptance of Terms & Conditions of Tender.**

Name of Tender: - “ ” in the School of Open Learning, University of Delhi,  
Delhi-110007.

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' for the web site(s) namely:  
“..... “in the School of Open Learning, University of Delhi, Delhi-110007” as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. \_ \_ to \_ \_ (including all documents like annexure(s), schedule(s), etc.,) and I/we shall abide hereby by the terms / conditions /clauses contained therein.
3. The corrigendum(s) issued from time to time by your organization too have all been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in it's totally / entirely.
5. In case any provisions of this tender are found violated, then SOL organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit also.

Yours faithfully,

Signature of the Tenderer with Official Seal

**APPENDIX A-5**

**CONTRACT AGREEMENT**

**Format of the Agreement between SOL and bidder**

**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 bidder) M/s.----- Address ----- (hereinafter called “ **Contractor** ”) of the other part.

Whereas SOL has awarded the work for **Sale of Library Books/ Confidential Official Records /Study material after Shredding and Old Newspapers** based on his Technical and Financial Bid and whereas the bidder has accepted the **Terms & Conditions of Tender**

**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. The Contract Agreement consists of the following documents which are the part of Tender Document for **Sale of Library Books/ Confidential Official Records/Study material after Shredding and Old Newspapers**

<b>S.No.</b>	<b>Description of contents</b>	<b>Section</b>
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<b>4</b>	Check List	<b>VI</b>
<b>5</b>	Technical Bid	Appendix A-I
<b>6</b>	Financial Bid	Appendix A-2
<b>7</b>	Undertaking regarding Blacklisting	Appendix A-3
<b>8</b>	Tender acceptance letters	Appendix A-4
<b>9</b>	Form of Agreement	Appendix A-5

2. In consideration of the payments to be made by the SOL to the bidder as hereinafter mentioned, the contractor 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.
3. The SOL hereby covenants to pay the contractor in consideration of the provision of the services and the remedying of defects therein, the schedule of Approved Rates as finalized by the SOL and accepted by the contractor 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.
4. 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