



SCHOOL OF OPEN LEARNING
(CAMPUS OF OPEN LEARNING)

UNIVERSITY OF DELHI

5, CAVALRY LANE

DELHI-110007

TENDER DOCUMENT FOR PRINTING OF STUDY MATERIAL IN SELF LEARNING MATERIAL/ SELF INSTRUCTIONAL MATERIAL (SLM/SIM) FORMAT FOR COURSE ON POLITICAL THEORY AS PER APPROVED SYLLABI OF CBCS

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E-TENDER NOTICE

Executive Director (ED), School of Open Learning, University of Delhi invites tenders under Two Bids System (Technical and Financial) from eligible and reputed Book Publisher/Content Developers Organisations engaged in publishing of books and preparation of Course material in Self Learning Material/Self Instructional material (SLM/SIM) format. **As a Pilot project initially Printing of Study material in SLM/SIM Format for Course on Political Theory as per approved syllabi of Choice Based Credit System (CBCS) to be offered by Department of Political Science, School of Open learning is to be printed/published** on the terms and conditions enumerated in detail in the tender document.

| Item | Details / Date |
|---|-------------------------|
| EMD | Rs.25,000/- |
| Date of Issue of Tender Document | 15/05/2019 |
| Bid uploading Start date and Time | 16/05/2019 (9:00 a.m.) |
| Last Date and Time for uploading of Bid | 05/06/2019 (5:30 p.m.) |
| Last Date and Time of physically submitting required original EMD | 05/06/2019 (5:30 p.m.) |
| Date & Time for opening of Technical Bid | 07/06/2019 (11:30 a.m.) |

Notes:

- (i) All details regarding the subject tender are available on our websites 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: 204, 2nd Floor, SOL, 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.
- (v) Clarifications/ queries, if any, can be addressed to the A.R. Printing on telephone no. 011-27008364 and email: savitaprinting@gmail.com

ASSISTANT REGISTRAR (PRINTING)

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 **in conventional mode.**

1.2 PROJECT OBJECTIVE

With the introduction of Choice Based Credit System (CBCS), the School of Open Learning has decided to prepare course material in Self Learning Material/Self Instructional material (SLM/SIM) format as per the guidelines of Distance Education Council (DEC)/ Distance Education Board and as per the approved syllabi of CBCS. Initially, Course on Political Theory as per approved syllabi of CBCS to be offered by Department of Political Science, School of Open learning is to be published as a Pilot project for Printing of Study material in SLM/SIM Format.

1.3 BRIEF DESCRIPTION OF BIDDING PROCESS

- a) SOL invites bids for **“Printing of Study material in SLM/SIM Format for Course on Political Theory as per approved syllabi of CBCS to be offered by Department of Political Science, School of Open learning”** from eligible and reputed Book Publisher/Content Developers Organisations engaged in publishing of books for printing of study material in SLM/SIM format and meeting eligibility criteria as specified in this document.
- b) SOL will determine the bidders who meet the specified eligibility criterion for similar nature of work, to be called “Technically Qualified Bidders”.
- c) The Financial Bid of Technically Qualified Bidders only will be evaluated.
- d) SOL will determine the lowest rates offered by “Technically Qualified Bidders” for different printing activities (“Approved Rates”).
- e) The SOL will intimate the Technically Qualified Bidders for acceptance of the Approved Rates and the terms of contract.
- f) Terms have been used interchangeably as under:
bidder includes tenderer;
bid includes tender;
bidding document includes tender document.

SECTION II
SCHEDULE OF QUANTITIES

| S.N. | Description of Work | Quantity |
|-------------|--|--|
| 1. | DEPARTMENT OF POLITICAL SCIENCE 1 st Year – B.A (Honours) and B.A (Programme) | 02 for each course (One in English and one in Hindi |

SECTION III
INSTRUCTION TO BIDDERS

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 ELIGIBILITY CRITERIA

- a) The bidder shall be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956.
- b) The bidders should be Book Publishers/Content Developer Organizations with not less than ten years of operation in Book Publishing/Content Development.
- c) The bidders should have prior experience of preparing course material in SIM Format as per specification of DEC for at least two Universities during last 3 years i.e. 2015-2016, 2016-2017, 2017-2018. Proof of work with universities should be attached.
- d) The annual turnover of the bidders should not be less than Rs.250 crores for the years ended March 2016, March 2017 and March 2018.
- e) The author base of the bidders should have top most authors preferably with Ph.D. and should be from top educational institutions of high repute.
- f) The bidder should have published at least 50 titles.
- g) The bidding company should have a minimum strength of 50 employees with top officials having post-graduation along with professional qualifications.
- h) The bidder should have its own network across the country.
- i) The bidders should be registered with Income Tax departments/Goods and Service Tax department.
- j) The bidder should have not been black listed by Government Department/ PSUs/Autonomous Bodies.

2.3 EARNEST MONEY DEPOSIT (EMD)

The bidders shall submit an EMD of Rs. 25,000/- (Twenty Five thousand) only in demand draft, from any nationalized bank or scheduled commercial bank in favour of Executive Director, School of Open Learning, University of Delhi to Assistant registrar (Printing) in Room No. 204 on or before the date of submission of bid in a sealed cover. The validity period of the EMD shall be three months. However, the bidder will have to upload scanned copy of EMD with technical bid.

The EMD shall be forfeited, if;

- i) The bidder withdraws the bid before expiry of its validity.
- ii) Successful bidder does not accept the order or fails to enter into a MoU within

validity of offer.

iii) The tender with no EMD shall be summarily rejected.

iv) EMD of successful bidder will be returned on receipt of performance security.

v) In case of unsuccessful bidder, the EMD will be refunded without interest.

2.4 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.

2.5 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.

B. DOCUMENTS

a) CONTENTS OF DOCUMENTS

The Tender Document consists of the following -

(i) **E- Tender Notice**

(ii) **Introduction - Section I**

(iii) **Schedule of Quantities- Section II**

(iii) **Instruction to Bidders -Section III**

(iv) **Commercial Conditions -Section IV**

(v) **Check List Section -V**

(viii) **Appendix: A-1 Technical Bid**

Appendix: A-2 Financial Bid

(ix) **Appendix B -Technical Specifications**

(x) **Appendix C- Certificate of non-blacklisting**

(xi) **Appendix D- Proforma for Annual Turnover**

(xiii) **Appendix E Form of Bank Guarantee for Performance Security**

b) 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. 204, School of Open Learning
5-Cavalry Lane, University of Delhi, Delhi-110007**

c) 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 bidders, 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

a. FORMAT AND SIGNING OF BIDS

- i)** 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.
- ii)** The tender should be digitally signed on each page by the authorized signatory of the bidder.

2.6 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

A. TECHNICAL BID-Appendix A-1 digitally signed

- (a)** Appendix: A-1
- (b)** Scanned copy of Certificate of a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956
- (c)** Scanned copy of document showing the bidders as Book Publisher/Content Developers Organisations with not less than ten years of operation in book publishing/content development.
- (d)** Scanned copies of Experience of preparing course material in SIM format as per the specifications of Distance Education Council (DEC) for at least 2 universities during the last three years i.e. 2015-16, 2016-17 and 2017-18.
- (e)** Scanned copy of the annual turnover of the bidders should not be less than Rs. 250 crores for the years ended March 2016, March 2017 and March 2018 duly certified by Chartered Accountant.
- (f)** Scanned certified copy showing the author base of the bidder preferably with Ph.D. and from top educational institutions of high repute.
- (g)** Scanned copy of details showing publishing of at least 50 titles in SIM format as per

- DEC guidelines duly certified by clients.
- (h) Scanned copy of details showing a minimum strength of 50 employees with top officials having post-graduation along with professional qualifications.
 - (i) Scanned copy of the list of customers, to whom the bidder had supplied identical materials in the past.
 - (j) Scanned copy of EMD.
 - (k) Scanned copy of PAN CARD.
 - (l) Scanned copies of declaration of non-blacklisting.
 - (m) Scanned copy of GST Registration Certificate.
 - (n) 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.

B. FINANCIAL BID-

Financial bid format is provided with Appendix-A2 along with this tender document at <https://eprocure.gov.in>. Bidders are advised to write/quote their offered rates in the permitted column. The bidders have to quote the rate keeping in view the specifications and terms and conditions of tender.

1. The rates shall be quoted in Indian Rupee only.
2. The rates will be exclusive of GST.
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.

2.7 BID DUE DATE

The technical and financial bid shall be submitted on CPP Portal <http://eprocure.gov.in/eprocure/app> on or before “the Bid Due Date” at 5:30 p.m. hrs. IST. Similarly, physical submissions of documents will also be completed by the same date and time in Room no. 204, Printing Section, SOL.

2.8 ONLINE OPENING OF BIDS

- a) Opening of bids will be done through on-line process.
- b) SOL shall on-line open Technical Bids on 07/06/2019 at 11:30 a.m. hrs. IST, in the presence of the authorized representatives of the bidders, who choose to attend.
- c) Technical Bid of only those bidders shall be on-line opened whose digitally signed documents listed at **clause 2.6 (A)** have been received with Appendix A-1. The SOL will subsequently examine and evaluate the Bids in accordance with the provisions of this document.

2.9 REJECTION OF BIDS

- a) Notwithstanding anything contained in this document, the Executive Director 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, thereof. 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) 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.

2.10 CORRESPONDENCE WITH THE BIDDER

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

D. EVALUATION OF BIDS

2.11 TESTS OF RESPONSIVENESS

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 with digitally signed documents listed at clause 2.6 (A).
- (b) It is accompanied by EMD.
- (c) It is not non-responsive in terms of this document.

2.12 OPENING AND EVALUATION OF FINANCIAL BIDS

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. 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.

2.13 DETERMINATION OF RATES

SOL shall determine the lowest rates for different items of printing 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”).

2.14 OFFER OF APPROVED RATE TO FINANCIALLY QUALIFIED BIDDER

The SOL shall offer the approved rates to the Technically Qualified Bidder for acceptance of the rates and conditions of contracts.

2.15 PLACEMENT OF WORK ORDER

Upon receipt of acceptance of rates and performance security, SOL shall place order on successful bidder.

2.16 SIGNING OF MOU

The successful bidder shall sign a Memorandum of Understanding MoU before commencement of work.

SECTION –IV

COMMERCIAL CONDITIONS OF CONTRACT

2.17 APPLICATION

The general conditions shall apply in contracts made by the Client for the procurement of Goods / services.

2.18 STANDARDS

The services provided under this contract shall conform to the standards prescribed in the Technical specifications given in **APPENDIX-B**.

2.19 CONTENT DEVELOPMENT

The material will be prepared by a group of teachers as per guidelines of School of Open Learning, University of Delhi as per approved syllabi of CBCS.

- a. The content of the book shall be developed as per specifications.
- b. The complete publishing process will be managed by the Publisher.
- c. All rights and permission issues related to content will be cleared from publisher's end.

2.20 SPECIFICATIONS AND STANDARDS

- a) The work performed under this Agreement shall conform to the specifications mentioned in Technical Specifications (Appendix B).
- b) The book with a different cover, ISBN and price will be released for PAN INDIA market.

2.21 PERFORMANCE BANK GUARANTEE (PBG)

- a) The successful bidder shall at his own expense deposit with the Assistant Registrar (Printing), SOL within fourteen (14) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized Bank/ Scheduled Commercial Bank in the name of Executive Director, SOL payable at Delhi, for the due performance and fulfillment of the contract by the bidder. This PBG will be for an amount equivalent to 10 (ten) % of contract value in the prescribed format given at Appendix-E. All incidental charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the bidder. The PBG shall be valid beyond 60 days of completion of work and extended period if any. The PBG may be discharged/returned by SOL upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable by SOL on the PBG.
- b) In the event of the bidder being unable to service the contract for reasons not found to be reasonable and satisfactory by the competent authority, the SOL would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the Authority under the contract in the matter, the proceeds of the PBG shall be payable to SOL as compensation for any loss resulting from failure of the bidder to perform/ comply its obligations under the contract. The Assistant Registrar (Printing), SOL shall notify the

bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.

2.22 CONFIDENTIALITY

- a) All drawings, data/content and documentation that are given to the publisher by the SOL for the Execution of the order are the property of the SOL, University of Delhi and shall be returned when demanded. Except for the purpose of executing the order of the SOL, the publisher shall ensure that the above documents are not used for any other purpose. The publisher shall further ensure that the information given by the SOL, University of Delhi is not disclosed to any person, firm body, corporate and/or authority and make every effort to keep the above information strictly confidential. All such information shall remain the absolute property of the School of Open Learning, University of Delhi.
- b) 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.

2.23 (a) SOL's RIGHT TO TERMINATE BID PROCESS

The Executive Director, SOL reserves the right to accept any bid, and to cancel/ abort the tender process and reject all bids at any time prior to award of Contract without thereby incurring any liability to the affected Book Publisher/Content Developers Organisations, or any obligation to inform the affected Book Publisher/Content Developers Organisations of the grounds for SOL's action.

(b) SOL's RIGHT TO INSPECTION

- i) The SOL has all the rights to enter into the premises of its Book Publisher/Content Developers Organisations at any time and day for inspection and make on the spot enquiries whether any job assigned by the SOL is in progress or not.
- ii) The Book Publisher/Content Developers Organisations shall extend his full co-operation to facilitate the inspection and answer the queries of the inspecting official(s) to his/their full satisfaction.
- iii) The inspections and tests by the inspecting officials may be conducted on the premises of the Book Publisher/Content Developers Organisations 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.
- iv) Should any inspected goods fail to confirm to the specification, the SOL may reject them and the Book Publisher/Content Developers Organisations 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.
- v) The right of SOL to inspect, test and where necessary, reject the goods after the arrival of 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 good despatch from the place of the Book Publisher/Content Developers Organisations.

(c) OBLIGATION OF THE SELECTED BOOK PUBLISHER/CONTENT DEVELOPER ORGANISATION

The Book Publisher/Content Developers Organisations selected for printing of course material shall perform the services and carry out its obligations under the Contract with due diligence and efficiency.

(d) DELIVERY OF PRINTED MATERIAL

- a) Time is the essence of the contract and Book Publisher/Content Developers Organisations **shall deliver printed lessons/course material, in full quantity ordered for and not in installments unless otherwise desired by the SOL within 40 days of placement of order.**
- b) The material shall be delivered through the Book Publisher/Content Developers Organisations's own staff and transport at own cost at the **lessons store (North)** 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.
- c) The Book Publisher/Content Developers Organisations has to supply the printed materials on the basis of approved samples.

e) PAYMENT TERMS

100% payment will be made on receipt and acceptance of the course material as per approved quality and quantity. Payments shall be subject to deductions of any amount as per terms and conditions of this tender. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the income - Tax Act, 1961 and any other taxes.

The term 'payment' mentioned in this section includes all types of payment due to the Printer arising on account of this contract excluding Earnest Money and Security Deposit governed by the separate clauses of the contract.

(f) PENALTIES

Performance of Services shall be made by the selected Book Publisher/Content Developers Organisations in accordance with the time schedule specified by the SOL in its work order assignment. An un-excused delay by the selected agency in the performance of its obligations under the contract shall render the selected Book Publisher/Content Developers Organisations liable for a deduction at the rate of 0.5% of the total amount of contract per week of delay subject to a maximum of the 10% total value of the contract which will be recovered from the pending bills. SOL may also proceed to take such reasonable remedial action as may be necessary, at the Book Publisher/Content Developers Organisations risk and expense and without prejudice to any other rights, which the SOL may have against the Book Publisher/Content Developers Organisations under the contract and such action may include invoking of the PBG.

A Committee would be set up by the SOL to assess the quality of the printed course material. The Executive Director may order the Book Publisher/Content Developers Organisations to conduct re-printing of course material at the its cost, if the feedback obtained from Committee is not satisfactory.

(g) OUTSOURCING OF PRINTING WORK

The selected Book Publisher/Content Developers Organisations shall not outsource the work of printing of course material to any other agency

(h) TERMINATION FOR INSOLVENCY

The SOL may at any time terminate the contract by giving written notice of one week to the Book Publisher/Content Developers Organisations, without any compensation, if the agency becomes bankrupt or otherwise insolvent, 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.

(i) TERMINATION FOR DEFAULT

Default is said to have occurred

If the Book Publisher/Content Developers Organisations fails to complete the work of printing of course material in accordance with the plan within the time period(s) specified in the contract or any extension thereof granted by the SOL.

If the Book Publisher/Content Developers Organisations fails to perform any other obligation(s) under the contract /work order. If the Printer fails to comply with instructions of the SOL with respect to improving the quality of printing.

(j) REMEDIAL MEASURES

If the Book Publisher/Content Developers Organisations, in either of the above circumstances, does not take remedial steps within a period of 15 days after receipt of the default notice from the authority, (or takes longer period in spite of what the Executive Director, SOL may authorize in writing), the SOL may terminate the contract / work order in whole or in part. In addition to above, the SOL may at its discretion also take the following action.

The SOL may transfer upon such terms and in such manner, as it deems appropriate, work order for similar service to other agency and the defaulting agency shall be liable to compensate the SOL totally for any extra expenditure involved to complete the scope of work.

(k) FORCE MAJEURE

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 in prevented or delayed by reasons of any war of hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 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 Client 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.

(l) SET OFF

Any sum of money due and payable to the Book Publisher/Content Developers Organisations (including Performance Security Deposit refundable to the firm) under this contract may be appropriated by Executive Director, SOL or any other person(s) contracting through SOL and set off the same against any claim of the SOL or such other person or person(s) for payment of sum of money arising out to this contract or under any other contract made by Book Publisher/Content Developers Organisations with the SOL or such other person(s) contracting through the SOL.

(m) CONFLICT OF INTEREST

Bidder shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with the SOL. Additionally, such disclosure shall address any and all potential element (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the Tender Notice.

(n) ARBITRATION

All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Executive Director, SOL or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

(o) 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

SECTION V

CHECK LIST

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

| S. No. | Details | Scanned Copies of Documents to be uploaded | To be Submitted in Hard Copy to A.R.(Printing), Room No. 204 |
|--------|--|--|--|
| 1. | Certificate of a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956 | | |
| 2. | The bidders should be book publishers/ Content Developer Organizations with not less than ten years of operation in book publishing/ content development. | | |
| 3. | Experience of preparing course material in SIM format as per the specifications of Distance Education Council (DEC) for at least 2 universities during the last three years i.e. 2015-16, 2016-17 and 2017-18. | | |
| 4. | The annual turnover of the bidders should not be less than Rs.250 crores for the years ended March 2016, March 2017 and March 2018. | In Appendix- D | |
| 5. | The author base of the bidder should have top most authors preferably with Ph.D. and should be from top educational institutions of high repute | | |
| 6. | The bidder should have published at least 50 titles in SIM format as per DEC guidelines. | | |
| 7. | The bidding company should have a minimum strength of 50 employees with top officials having post-graduation along with professional qualifications | | |
| 8. | The list of customers, to whom the bidder had supplied identical materials in the past. | | |
| 9. | GST Registration Certificate | | |
| 10. | PAN Card | | |
| 11. | Declaration regarding non- blacklisting of the firm | In Appendix-C | |
| 12. | EMD (Demand draft only) | | |
| 13. | IT returns for the last three financial years 2015-2016, 2016-2017 & 2017-2018. | | |
| 14. | Audited balance sheet of three financial years 2015-2016, 2016-2017 & 2017-2018. | | |
| 15. | The bid must be signed by a person duly authorized to bind the tenderer of the contract | | |
| 16. | Technical Specifications given in Appendix-B- (Complied or Not-Complied report) along with supporting documents | | |

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 Printing of Study material in SLM/SIM Format for Course on Political Theory as per approved syllabi of Choice Based Credit System (CBCS) offered by Department of Political Science, 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.

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 Annex I 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 Printing of Study material in SLM/SIM Format for Course on Political Theory as per approved syllabi of Choice Based Credit System (CBCS) offered by Department of Political Science 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

Appendix A-1

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

Dated:

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

Sub: Financial Bid for Printing of Study material in SLM/SIM Format for Course on Political Theory as per approved syllabi of Choice Based Credit System (CBCS) offered by Department of Political Science, 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 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 are 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 Memorandum of Understanding in accordance with the contract.
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 I attached.

Yours faithfully,

Date:

Place:

(Signature, name and designation of the Authorized Signatory)
Name & seal of Bidder/Lead Member: -----
Class III DSC ID of Authorized Signatory: -----

FINANCIAL BID

Keeping all the specifications and terms and conditions in view, the publishers are requested to quote the rate for PREPARING THE CONTENT. Since the number of pages in different books may vary from 150 to 400, Competitive Rates are to be quoted in **paise per page (i.e. page as a unit)**.

Rates are to be quoted on the following lines for 1st Year – B.A (Honours) and B.A (Programme) separately.

(Rs. in Paise)

| ACTIVITY | ENGLISH | | | | | HINDI | | | | |
|---|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| | 150-200 | 201-250 | 251-300 | 301-350 | 351-400 | 150-200 | 201-250 | 251-300 | 301-350 | 351-400 |
| Typesetting | | | | | | | | | | |
| Proof Reading | | | | | | | | | | |
| Copy Editing | | | | | | | | | | |
| Rights and permission clearance for the content | | | | | | | | | | |
| Printing | | | | | | | | | | |
| Designing | | | | | | | | | | |
| Royalty | | | | | | | | | | |
| Remuneration payable to Author/copyright holder | | | | | | | | | | |
| Total | | | | | | | | | | |
| Taxes | | | | | | | | | | |
| Grand Total | | | | | | | | | | |

APPENDIX-B

TECHNICAL SPECIFICATION

1. The material should be prepared in Self Instructional Material (SIM) format as per the guidelines of Distance Education Council (DEC)/Distance Education Board (DEB) and as per the approved syllabi of CBCS.
 - a) The Study Material shall be prepared and supplied in three formats:
 - i) Printouts (05 Hard Copies for Inspection).
 - ii) PDF files on CD drive.
 - iii) E-book.
 - b) The entire syllabus shall contain number of pages around 150-400.
 - c) Paper quality 80 GSM printed in single color
 - d) Paper quality 220 GSM for cover page in four color.
 - e) The Font size is 11 Times New Roman for running text matter
 - f) Font Size for subheadings is 14 Points Bold.
 - g) Font Size for sub- subheadings is 12 points Bold.
 - h) Font size for Headings is 20 points Bold.
 - i) **Wharton Royal Book Size (C format)**
 - j) **Trim area: 6.00" *9.00; Print Area: 4.50" *7.50"**.
 - k) Lead: Auto Lead
 - l) The Material must be prepared strictly as per the approved syllabi of CBCS..
2. Specification of Content Features:
 - a. As per Self Instructional Material (SIM) Format
 - b. Student Friendly Approach
 - c. Graphical Presentation of Content including Diagrams, Illustrations for easy understanding.
 - d. Syllabus Mapping with Contents of Book.
 - e. Detailed Table of Contents
 - f. Each Unit Contains:
 - i. Objectives
 - ii. Structure
 - iii. Introduction
 - iv. Elaboration of points given in structure
 - v. Check Your Progress Questions
 - vi. Answers to Check your Progress Questions
 - vii. Summary
 - viii. Key Words
 - ix. Self-Assessment Questions and Exercises. Short Answer Questions and Long Answer Questions
 - x. Further Readings.
3. Specifications of Content Quality:
 - a. Updated Material must be prepared by well-known Authors who are experts in their area.
 - b. Thorough Proof Reading
 - c. Thorough Language Editing
 - d. The names of the Authors and their affiliation should be printed on the Study Material.

- e. Subject Expert Review of Material by a panel of experts proposed by the Executive Director, School of Open Learning, University of Delhi and approved by Director before finalizing.
- f. Stringent checks against Plagiarism/copyright Violation. The publisher must take complete responsibility for the above and must give guarantee for it.
- g. The prescribed syllabus and previous examination question papers as supplied by the SOL must be included in the book.

APPENDIX: C

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 -D

CERTIFICATE REGARDING TURN-OVER OF TENDERER DURING THE LAST THREE FINANCIAL YEARS

I / We, M/s _____, the Bidder/ Tenderer for **Printing of Study Material in Self Learning Material/ Self Instructional Material (SLM/SIM) format** hereby confirm that the minimum Annual Turn-Over of the firm/company during the last three financial years i.e. 2015-16, 2016-17 and 2017-18 is Rs.250 crore or more than Rs.250 crore.

The financial year-wise break-up is given below:-

S.NO. FINANCIAL YEAR ANNUAL TURN-OVER FOR THE YEAR

| S.No. | Year | Amount (In Rs.) |
|-------|---------|-----------------|
| 1 | 2015-16 | |
| 2 | 2016-17 | |
| 3 | 2017-18 | |

SIGNATURE & SEAL OF THE TENDERER

CERTIFICATE BY CHARTERED ACCOUNTANT

I/We, _____, Chartered Accountants, certify that the figures regarding Annual Turnover for the Financial Years mentioned above in respect of M/s. _____ are true and found correct as per their Books of Accounts and other related records.

SIGNATURE & SEAL OF THE CHARTERED ACCOUNTANT

SIGNATURE

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 award the work of **Printing of Study material in SLM/SIM Format for Course on Political Theory as per approved syllabi of Choice Based Credit System (CBCS) offered by Department of Political Science, School of Open Learning to _____** (hereinafter called “Book Publisher/Content Developers Organisations”) provided the “Book Publisher/Content Developers Organisations submits an irrevocable Bank Guarantee for Rs. (Rupees..... only) as Performance Security for the work **Printing of Study material in SLM/SIM Format for Course on Political Theory as per approved syllabi of Choice Based Credit System (CBCS) to be offered by Department of Political Science, School of Open Learning .**

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 “Book Publisher/Content Developers Organisations 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 “Book Publisher/Content Developers Organisations 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 “Book Publisher/Content Developers Organisations 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)