



दिल्ली कौशल और उद्यमिता विश्वविद्यालय
DELHI SKILL AND ENTREPRENEURSHIP UNIVERSITY
(A State university Established under Govt. of NCT of Delhi Act 04 of 2020)
DSEU Dwarka Campus Sector 9, Dwarka,
New Delhi - 110077

Ref No: F.No.1(149)/DSEU/Estt/2021/816

Date 05/08/2022


NOTICE INVITING TENDER

Offers are invited to submit most competitive ONLINE Quotation through the Delhi Tender eProcurement portal in TWO COVER SYSTEM (TECHNICAL & FINANCIAL) on or before the prescribed due date and time for printing with material and supplying the Various Items for Spoken English Course.

Manual Bids shall not be accepted, except for the supportive documents / instruments if any asked in this tender. However, bidders are requested to submit hardcopy technical bid on or before the tender due date mentioned in the tender document. The complete details of the tender items are available in the tender document, which may be downloaded under tender section of university website <https://www.dseu.ac.in> and Delhi Tender eProcurement Portal www.govtprocurement.delhi.gov.in.

The bids are to be submitted ON-LINE through www.govtprocurement.delhi.gov.in up to the due date and time of submission of tender. Any queries related to the tender document should be addressed to the tender inviting authority Registrar, Delhi Skill and Entrepreneurship University.

Any queries relating to the process of online bid submission or queries relating to Tender Delhi Portal by bidders should be addressed to 24x7 Tender Delhi Portal Helpdesk by using the Toll-Free numbers given in the portal. The University reserves the right to accept or reject any bid, cancel the Tender without assigning any reason thereof. No correspondence in this regard will be entertained. Earnest Money shall be forfeited in case it is found at any stage that information/particulars regarding supply of tendered item (s) is false.


Ashwani Kumar Kansal
Registrar

Copy to F.No.1(149)/DSEU/Estt/2021/816

Ref No:

Date 05/08/2022

1. PS to Vice Chancellor (for Kind Information Please)
2. PS to Pro-Vice Chancellor (for Kind Information Please)
3. All Campus Director (for Upload on their respective campus Website)
4. Assistant Registrar (IT) – for uploading on University Website
5. Guard File

DELHI SKILL AND ENTREPRENEURSHIP UNIVERSITY
(A State university Established under Govt. of NCT of Delhi Act 04 of 2020)
DSEU Dwarka Complex Sector 9, Dwarka,
New Delhi - 110077

**Open Tender (Short Term Tender) for printing and supplying
the Various Items for Spoken English Course**

Tender ID : 2022_DSEU_227422_1



Tender Id: 2022_DSEU_227422_1 Open Tender (Short Term Tender) for printing and supplying the Various Items for Spoken English Course.

CRITICAL DATA SHEET

Event	Date
Date of Publication	05-08-2022 05:30 PM
Bid Document Download Start Date	05-08-2022 05:30 PM
Seek Clarification Start Date	06-08-2022 11:00 AM
Seek Clarification End Date	06-08-2022 06:55 PM
Bid Submission Start Date	05-08-2022 6:30 PM
Bid Submission End Date	11-08-2022 06:55 PM
Date of Opening of Bids	12-08-2022 11:00 AM
Address of Opening Date	312, DSEU Dwarka Campus, Sector-9 New Delhi -110077
Earnest Amount Deposit	Rs. 60307, favors of Registrar, Delhi Skill and Entrepreneurship University.
Address for Communication	Registrar, Delhi Skill and Entrepreneurship University, DSEU Dwarka Campus, Sector-9 Dwarka, Delhi-110077 registraroffice@dseu.ac.in
Period to Complete the Work	Within 15 Days of issuing of Award of Work Order
Bid Offer Validity	90 days after opening of the bid

1. Details Regarding Bid Submission

1.1 Instruction for Online Bid Submission

This tender document has been published on the Delhi Tender Portal (<https://govtprocurement.delhi.gov.in/nicgep/app>). The bidders are required to submit soft copies of their bids electronically on the Tender Delhi Portal, using valid Digital Signature

Certificates. The instructions given below are meant to assist the bidders in registering on the Tender Delhi Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Tender Delhi Portal. More information useful for submitting online bids on the Tender Delhi Portal may be obtained at: <https://govtprocurement.delhi.gov.in>.

1.2 Registration

- a) Bidders are required to enroll on the e-Procurement module of the Tender Delhi Procurement Portal (URL: <https://govtprocurement.delhi.gov.in/nicgep/app>) by clicking on the link “Click here to Enroll”.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the Portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID/ password and the password of the DSC/e-Token.

1.3 Searching for Tender Documents

- a) There are various search options built in the Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective „My Tenders“ folder. This would enable the Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

1.4 Preparation of Bids

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF. Bid documents may be scanned with 100 dpi with black and white option.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading

such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

1.5 Submission of Bids

- a) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder has to select the payment option as “on-line” to pay the tender fee / EMD as applicable and enter details of the instrument. Whenever, EMD / Tender fees are sought, bidders need to pay the tender fee and EMD separately on-line through RTGS.
- d) A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- e) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- f) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- g) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- i) Please add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

1.6 General Instructions to the Bidders

- a) The tenders will be received online through portal URL: <https://govtprocurement.delhi.gov.in/nicgep/app> In the Technical Bids, the bidders are required to upload all the documents in **.PDF format**.
- b) Possession of a Valid Class III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://govtprocurement.delhi.gov.in/nicgep/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the

web site <https://govtprocurement.delhi.gov.in/nicgep/app> under the link “Information about DSC”.

- c) Tenderer are advised to follow the instructions provided in the Instructions to the tenderer for the e-submission of the bids online through the Tender Delhi Portal for e Procurement at <https://govtprocurement.delhi.gov.in/nicgep/app>.

2. Scope of the Work

DSEU invites online bids from the manufacturers/supplier for supply of items as per the technical specifications given in Annexure- 1 and terms & conditions of this tender document.

3. Technical Eligibility of the bidder and document to be uploaded

- a. Bidder should have completed three similar works each costing not less than rupees 12 lakhs or bidder should have completed two similar works each costing not less than rupees 15 lakhs or bidder should have completed one similar works each costing not less than rupees 24 lakhs in last five year ending on 31st March 2022.
- b. Bidder should have average annual turnover (gross) of 15 lakhs.
- c. Bidder should submit an EMD as mentioned in the critical data sheet.
- d. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- e. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- f. Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year.
- g. Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
- h. Bidder should upload the copy of GST and PAN.
- i. Seller should be a registered buyer and letter of incorporations shall be uploaded by the vendor.

The bid of those bidders who fails to comply the above essential criteria will not be considered for technical evaluation.

4. Commercial Bid

The tender is total value tender. The bid will be awarded to the lowest price quoted for all the items. The commercial bid comprises of: (i) Scanned copy of Tender Form (Price Bid) (ii) Price bid in the form of BOQ.xls. The Price bid format is provided as BOQ.xls along with this Tender Document at portal. Bidders are advised to download this BOQ.xls and quote their offer/rates in the prescribed column. Bidders can quote Basic Price in INR

or other CURRENCY available in given BOQ (for other than INR) but it is mandatory to quote taxes/levies in INR only, in the prescribed column and upload the same in the commercial bid.

In addition to the above requirements, bids submitted by a Joint Venture, shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement, there to.

5. Bid Opening and Evaluation of Bids

- a) The purchaser will open all techno commercial un-priced bids in the first instance.
- b) During evaluation of the bids, the purchaser may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.
- c) No Bidder shall contact the purchaser on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Institute it should be done in writing
- d) Any effort by a Bidder to influence the purchaser in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.
- e) Prior to the detailed technical evaluation, the purchaser will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations and meets all the essential pre-bid criteria. If any bidder does not meet the essential pre-bid criteria as laid down in the Instruction to Bidders, then his bid will be summarily rejected. No documents will be accepted in support of essential pre-bid criteria after the last date of submission of bids.
- f) The purchaser will reject a bid determined as not substantially responsive.
- g) The bidders may be called for discussion and may be allowed to modify their technical bids to suit the organization's requirement. The idea is to arrive at a threshold level of acceptability above which all the bidders shall be treated on par. Those whose technical specifications do not reach the threshold level of acceptability shall be rejected as technically unsuitable. The price bids of the bidders who finally emerge as technically acceptable shall be opened, evaluated and the contract awarded to the lowest evaluated bidder.
- h) The Purchaser will open the Priced Bids of only those bidders who meet the essential pre-bid criteria and whose techno commercial un-priced bids have been found to be substantially responsive
- i) The priced Bids of the technically qualified bidders shall be opened by the tender committee.
- j) Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, whichever is the higher of the two shall be taken as bid price. If the Vendor does not accept the correction of errors, its bid will be rejected.
- k) Bidders shall state their bid price for the payment schedule outlined in the Clause of General Conditions of Contract. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The purchaser may consider the alternative payment schedule offered by the selected Bidder but it may not be binding on the purchaser.

- l) The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Indian Rupees
- m) The source of exchange rate shall be: Reserve Bank of India
- n) The date for the exchange rate (if applicable) shall be: Date of opening of Financial Bids
- o) The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.
- p) The purchaser will award the Contract to the successful Bidder (L-1) whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid after Physical inspection of one set of Item(s) has to be shown by successful Bidder at institute premises, failing which award may not be notified to such bidder and on the decision of Competent Authority of this University in this regard shall be binding on all concerned provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- q) Prior to the expiration of the period validity, the purchaser will notify the successful Bidder in writing by letter or by fax or by email, to be confirmed in writing by speed post or hand delivered letter, that its bid has been accepted.

6. General Terms and Condition of the Contract

- 6.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.
- 6.2 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned Institution.
- 6.3 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 6.4 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information except for purposes of performing the Contract.
- 6.5 Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so, required by the Purchaser.
- 6.6 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.
- 6.7 All bids complete in all respect must reach the purchaser within the last date and time of receipt of bid. No extension shall be allowed for any reason what so ever. Late tenders/delayed bids and tenders received without earnest money etc. shall be rejected.
- 6.8 Tender documents are available for sale for free with the purchaser. Interested bidders may purchase the tender documents on payment of the

cost there of. The purchaser shall not be liable for either non-receipt of the tender document or for delay in receipt of tender document. Tender document can be downloaded from the University Website.

- 6.9 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.
- 6.10 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 6.11 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- 6.12 Nothing in GCC shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 6.13 If in the event the stores are rejected by the purchaser at the destination and the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser will be at liberty to:
 - a) Allow the supplier to resubmit the stores in replacement of those rejected, within a specified time without any extra cost to the purchaser or
 - b) Material, which shall be final and binding on the contractor.
 - c) the rejected materials of comparable quality from the open market/Govt. stores and the supplier shall be liable to pay the difference in price over the RC prices or get the amount adjusted from the outstanding bills of the supplier, if any or EMD.
- 6.14 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 6.15 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, in any subsequent instructions ordered by the Purchaser.
- 6.16 Supplier shall make delivery of the Goods within 30 days from the placement of purchase order in pursuance of the notification of award. The purchase order would be placed after assessing the requirements on quarterly basis. However, the supplier shall also arrange to execute all orders on priority basis which would be placed to meet any emergent requirements.
- 6.17 In case the purchaser decides to conclude parallel rate contracts, then the requirements would be split on different firms on equitable basis as per the discretion of the purchaser.

- 6.18 The delivery of Stores shall be affected at the premises of the Institute free of all delivery charges and within the stipulated time and as may be elucidated in the confirmed order, accompanied by a delivery challan. No extension of time for delivery of Stores shall normally be accorded.
- 6.19 Time and date of delivery – the essence of the contract: The time for and the date of delivery of the stores stipulated shall be deemed to be of the essence of the contract and delivery must be completed not later than the 30 days from the Date of Award/Placement of purchase order.
- 6.20 Where the Supplier is required under the Contract to transport the Goods within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the contract Price.
- 6.21 Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in India.
- 6.22 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall with all reasonable speed, repair or replace the defective Goods or parts thereof, without any extra cost to the Purchaser.
- 6.23 If the Supplier, having been notified, fails to remedy the defect(s) within 10 days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 6.24 If the supplies received do not conform to the description and quality as contained in the catalogue or have deteriorated, in that case the decision of the University shall be final and binding. On such rejection the goods will be replaced by the firm at its own cost.
- 6.25 If the terms of the quotation etc. are vague, incomplete, contradictory and confusing; the offer will summarily be rejected without any information.
- 6.26 In case of sub-standard supply / non-execution of supply of ordered goods within the stipulated time, the University reserves the right to impose penalty on the concerned firm. In case any discrepancy is found with regard to quality/quantity of the material supplied by them, the Bidders must agree for immediate replacement of it free of cost.
- 6.27 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in his bid.
- 6.28 The Purchaser may at any time, by written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following: Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; The method of shipping or packing, The services to be provided by the Supplier.
- 6.29 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended.

Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

- 6.30 Subject to clause 6.31 no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 6.31 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.
- 6.32 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 6.33 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser as per contract.
- 6.34 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 6.35 Except as provided under force majeure, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to GCC Clause 6.38, unless an extension of time is agreed upon pursuant to GCC Clause 6.36 without the application of liquidated damages.
- 6.36 if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 1% per week and the maximum deduction is 10% of the contract price of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 6.39.
- 6.37 Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
 - a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the purchase order, or within any extension thereof granted by the Purchaser pursuant to GCC 6.36.
 - b) If the Supplier fails to perform any other obligation(s) under the Contract: or
 - c) the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - d) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - e) "Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial

- non-competitive levels and to deprive the Borrower of the benefits of free and open competition;”
- 6.38 The event the Purchaser terminates the Contract in whole or in part, pursuant to GCC the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.
- 6.39 **Force Majeure:** Notwithstanding the provisions of GCC Clauses 6.36 to 6.38, the Supplier shall not be liable for imposition of liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- a) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- b) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 6.40 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.
- 6.41 Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 6.42 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices.
- 6.43 Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 6.44 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified below. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and national or international arbitration.
- 6.45 In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996.

- 6.46 The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
- 6.47 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

7. EMD

Bidder have to furnish Rs. 60,307, favors of Registrar, Delhi Skill and Entrepreneurship University payable at New Delhi EMD will be refunded to the successful bidder on receipt of Performance Security.

8. University' Reserves the Rights

- a. Increase or decrease the quantity of the item(s) as per requirement.
 - b. Reject the quotation in absence of not furnishing the documentary evidence in respect of GST and Income Tax clearance certificates together with the performance of supplies in various branches/institutions.
 - c. Reject the quotation in the event of non-furnishing the authentic documentary evidence in respect of Testing reports / Performance report of the concerned Govt. Organization / Institutions about the products being manufactured and marketed. The performance test of the product can be conducted at Institute level also for which charge will have to be borne by the suppliers.
 - d. Reject the supplies already made, if not found up to the mark. Thorough checking may be adopted to test the correctness of the supply. In such an event further action may call to conform or discard the supply. To
 - e. Reject any addition/alteration in respect of local dealerships intimated by the Principals after consideration of the case by the committee appointed by the Institute for the purpose.
 - f. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
 - a. the Supplier fails to deliver any or all of the Goods within the period(s) specified in the purchase order, or within any extension thereof granted by the Purchaser.
 - b. If the Supplier fails to perform any other obligation(s) under the Contract.
 - c. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - g. All disputes are subject to "*Jurisdiction of Court(s) at Delhi*" only.
9. The decisions of the University in all respect shall be final and binding on all. Kindly note that we attach great significance to the list of the organizations of repute where a firm is on rate contract, therefore please enclose certified photocopies of the rate contract.
10. Please ensure that your offer is complete in all respect as no further clarifications shall be sought from you and reaches us within the last date mentioned above. **The University shall not be responsible for any postal delay / loss in transit etc.**

S.No.	Items	Specification	Brand Type	Qty	Delivery Period
1.	Desk Pads-Writing	Materia of Cover of Pad: Plastic, Material of Bottom of Pad: Plastic, Type of Pads: Spiral Note Books, Type of Binding: Metal Wire-O-Binding, Type of paper: Cream wove Conforming to IS:1848, Latest. Offset paper Conforming to IS:1848: Latest, Width of Pad(mm): 148, Length of Pad (mm) 210, Substance of Paper (GSM): 70, Colour of Pages: White, Colour of Ruling Lines: Black, Whether Rules/Plain: Ruled, Number of Pages (Nos): 100, Bidder shall provide digital printing as per university required.	Registered Brand	26000	10 Days
2.	Wooden Pencil	Conformity to Indian Standard: IS 1375-1981, Type of Pencil: Drawing Pencil, General Writing, Grade: HB, No of Pencils in one Pack: 10, Shape of Pencil: Hexagonal, Bidder shall provide digital printing as per university required	Registered Band	30000	10 Days
3.	Badges	Product Type: Name Badges, Shape: Round, Material: Steel, Finish: Glossy, Weight 60.0 gms, Text matter as per university demands, size Diameter: 35 mm.	NA	26000	10 Days
4.	Paper ID Card	Printed as per University requirement, 300 GSM, Size 9x5.5 cm	NA	26000	10 Days

1. The Purchaser reserves the right to increase or decrease the quantity to be ordered upto 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
2. After award of contract – Successful Bidder shall have to get advance sample approved from buyer before bulk manufacturing / starting bulk supplies. Successful Bidder shall submit 5 samples for Buyer's approval, within 5 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 5 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample– the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller. Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has

been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

<On the Letterhead of the Company/Firm>

Date

To,
The Registrar,
Delhi Skill and Entrepreneurship University
DSEU Dwaraka Campus,
Sector-9 Dwarka
New Delhi-110077

Subject: Offering bid against the Tender ID <>

Sir,
We _____ <supplier name> at
_____ <address> would to extend your offer against the
tender id cited in the subject. We have downloaded all the relevant documents and
understood.

By offering our services We/I undertake that

- 1) I/We hereby agree to abide by all terms and conditions laid down in tender document.
- 2) This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
- 3) I/We do hereby undertake that quality and quantity within the time period shall be ensured by our Agency/firm/Company.

The details has been attached here with.

With thanks and Regards

Name of Person
Seal/Stamp of the Firm

Application form and Technical Bid Checklist

Tender No : _____

S.No.	Particulars	
1	Name of the Firm/Company	
2.	Legal Entity of the Company/Firm	
3.	Address of the Firm	
4.	Name of Proprietor/CEO	
5.	Contact Details of the Proprietor	Telephone Email
6.	Name of Authorised Person	
7	Contact Details of the Authorised Person	Telephone/Mobile Email
8.	Firm/Company GST and PAN Number	PAN GST
9	Bank Details	Bank Name Account Type Account Name IFSC Code Address of Bank
10	Purchase Order shall be prepared in the Name of	
11	Purchase order shall be despatch at the address of	
12	Details of EMD	
13	Previous Project executed (Previous purchase or completion certificate)	
14	Experience (Previous purchase or completion certificate of each year)	
15	Bidder Financial Statement Attached	
16	Turnover (CA certificate or Audited Balance Sheet)	
17	MSE / Startup certificate	

I/we undertake that furnished information is correct and best of knowledge. I shall have no objection to the forfeiture of security deposit amount, in case I fail to execute the contract faithfully and the contract is terminated as per contract conditions.

<UNDERTAKING ON LETTERHEAD>

To,
The Registrar,
Delhi Skill and Entrepreneurship University
Sector-9 Dwarka
Delhi - 110077

Sub: E-Tender No.: _____ FOR “_____”.

Dear Sir

We hereby confirm that “The contents of this Tender Document No. _____
have not been modified or altered by
M/s.....(Name of the bidder with complete
address). In case, it is found that the tenderdocument has been modified / altered by the
bidder, the bid submitted by M/s.....(Name of the bidder) shall be liable
for rejection”.

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal