

(TENDER BID REFERENCE: GEN-II/118/2020-21/04(b))

UNIVERSITY OF DELHI
DELHI - 110007
www.du.ac.in



Printing and Supply of Degree Certificates to the University of Delhi

e-TENDER DOCUMENT

**UNIVERSITY OF DELHI
GENERAL BRANCH-II**

Room No: 209, 2nd Floor, New Administrative Block, University of Delhi,
Delhi-110007

Tel-Fax: 011-27666764

Email: gb2@admin.du.ac.in

E-PROCUREMENT TENDER NOTICE

University of Delhi invites online bids as per Two Bids System (Technical and Financial) from reputed & eligible agencies through e-procurement for **Printing and Supply of Degree Certificates to University of Delhi.**

Critical Date Sheet

	Details / Date
Bid Document Download /Starts Date & Time	09.03.2020, 4.30 pm
Bid Submission Start Date & Time	09.03.2020, 5.00 pm
Bid Submission End Date & Time	30.03.2020, 3.00 pm
Pre-Bid Meeting	20.03.2020, 3.00 pm at Dean (Examinations) Committee Room
Bid Opening Date	31.03.2020, 3.00 pm
EMD	Rs.1,00,000/-

Notes:

1. All details regarding the subject tender are available on websites www.du.ac.in and <https://eprocure.gov.in/eprocure/app>. **Any change/modification in the Tender Enquiry/ Tender Document will be intimated through above websites only. Bidders are therefore, requested to visit the websites regularly to keep themselves updated.**

2. Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app>. Manual bids shall not be accepted.

3. For submission of E-Bids, bidders are required to get themselves registered with <http://eprocure.gov.in/eprocure/app>.

4. EMD & Samples should reach the **Section Officer, General Branch-II, Room No: 209, 2nd Floor, New Administrative Block, University of Delhi, Delhi-110007**, before the end date and time of bid submission. Failing which offer will be liable for rejection. Bidders, however have to attach scanned copy of EMD documents along with their e-tender.

5. Clarifications/queries, if any, can be addressed to the Section officer (General Branch-II) on telephone no. 011-27666764 and email: gb2@admin.du.ac.in

Registrar

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STANDARD TERMS & CONDITIONS, INSTRUCTIONS FOR BIDDERS

Earnest Money Deposit	<p>□ 1,00,000/- (Rupees One Lakh Only) in the form of Fixed Deposit Receipt (FDR) in favour of The Registrar, University of Delhi, Payable at Delhi valid for a period of six months.</p> <p>EMD should the reach the Section Officer, General Branch-II, Room No: 209, 2nd Floor, New Administrative Block, University of Delhi, Delhi-110007, before the end date and time of bid submission. Bidders, however have to attach scanned copies of EMD documents along with the e-tender (technical bid).</p>
Mode of Supply	Selected bidder will supply the material at scheduled destination/Examination Wing of the University of Delhi within 30 days of issue of Order and release of relevant documents for which no extra cost will be paid.
Sample of Papers (along with clear description of paper/s)	Sample of papers should reach the Section Officer, General Branch-II, Room No: 209, 2nd Floor, New Administrative Block, University of Delhi, Delhi-110007 , in a sealed envelope before the end date and time of bid submission.
Issue of Tender Document	Tender Document may be down- loaded from the University website www.du.ac.in . and CPP portal https://eprocure.gov.in/eprocure/app as per the schedule.
Opening of the Financial Bid of only those vendors whose technical bid qualifies in the technical evaluation.	The date will be notified to the qualified vendor only.
Clarification/Queries, if any, can be addressed to	Section Officer (General Branch-II) Room No. 209, IInd Floor, New Administrative Block, University of Delhi, Delhi – 110 007 Phone No.: 011-27666764 Email: gb2@admin.du.ac.in , gb2_du@yahoo.com

1.0 Introduction

University of Delhi is a university established under an Act of Parliament and responsible to confer degrees in various courses of study. The university intends to provide degree certificates printed on paper with special security features to avoid duplication or any manipulation. In order to achieve the said objective, bids are invited from printers, having registration & experience in such specialized printing.

2.0 Scope of work

2.1 The University invites offer of Printing and Supplying of degree certificates with the following specifications:

SI No	Description	Type of Paper	Size	Packing	Quantity
1.	Degree Certificates printed in four colors embedded with at least seven security features namely Rainbow Pattern Printing, watermark, Anti copy feature, Ghost images, Secure background of name/logo, masked encrypted barcode and Hidden text. The photograph of student also needs to be printed on certificates	Type of paper 'Non tear-able Polyethylene Terephthalate/ Polypropylene synthetic paper, with thickness 230-250 microns and 100% water proof, having features of balanced tensile properties, glossy finish, paper like appearance, archival quality, dimensional stability, durability, weather resistance, chemical resistance, consistent color, heat resistance up to 200 degree centigrade and electrical resistance')	280 x 210 mm	50 nos. certificates packed in Polythene and then 10 no of such packets in 5 ply waterproof corrugated box totaling 500 certificates in each Box ($\pm 10\%$ variation in number of certificates in a box will be acceptable for left over / less quantity of certificates after packing in multiple of 500s.). Packing of a quantity of a fraction of 500 certificates for emergent requirements may be done in an equally safe mode and with comparable cost with mutual consent.	2,00,000 (400 Boxes Annually)

The Degree Certificates would be required in three designs i.e. degrees awarded before 19/11/2016, awarded on or after 19/11/2016 and for year 2019 onwards. Samples may be seen in the General Branch-II.

- 2.1 University of Delhi would provide Text, Format, List of Names and details of students for using them as per the desired format. (Format will be provided by the University).
- 2.2 The work order for printing requirement may be issued for full / part quantity.
- 2.3 The data to be incorporated in the Degree Certificate would be variable data in the format approved by the University.
- 2.4 The successful vendor will have to supply pre-printed Degree Certificates as mentioned in the tender document. Soft copies would also be required for verification purpose.
- 2.5 Water mark is desired. It can be dandy water mark or be inscribed at the time of printing.
- 2.6 The above stated quantity is estimated minimum quantity required annually. The actual requirement may vary.
- 2.7 The Work include paper, printing, packing and delivery of degree certificates as per agreed specifications including all transportation, handling and unloading at the University of Delhi (Main Campus), Delhi-110007. A soft copy of each of the final document in PDF, HTML, TIFF format will be required to be submitted in a storage media immediately along with keys to identify documents with the help of bar code reader.

PRINTING

- 2.8 The University would provide Text for using them as per the desired format. Format will be provided by the University to successful bidder. The bidder will be responsible for composing the output as per the prescribed format of the Certificate. The bidder will be provided softcopy of the various signature/s required. It will be the responsibility of the bidder to ensure that the signatures are safely maintained and cannot be misused in any form. Certificate will be printed bilingually (English and Hindi version only).
- 2.9 The bidder will **print** the Certificates according to the indent raised by the University as per format provided by the University. The bidder will be responsible to provide all security features as per specification laid down in this document. These security features will need to be approved by the University.
- 2.10 The bidder will be completely responsible for ensuring the accuracy, completeness and readability and over all quality of the printed documents. The format of the Certificate will need to be periodically submitted for review / approval to the University. In case of serious incorrectness of printing with respect to supplied date from the University, the contract may be immediately terminate by the Competent Authority and appropriate legal action may be initiated against the bidder as per the norms and decisions taken by the Competent Authority. A detailed record of Quality Control (QC) will be maintained. The details of QC shall be subject to review by the University as and when required.
- 2.11 The University reserves the right to modify and amend the format of the certificate and bidder will carry out the modifications to the satisfaction of the University. The successful bidder will be required to preserve plates & artwork, if any, for a minimum period of one year and the vendor will have to undertake the job of re-printing, if required, without charging extra for artwork/plate-making. Vendor will be required to furnish a Certificate confirming the quality of paper used in the printing of degree certificates.

PACKAGING

- 2.12 The Certificates will be packaged in **tamper proof and weather proof** packages as per BIS Standards. Each package will be **clearly labeled** with details of volume of documents in the package, serial no of the certificates etc. Additionally there may be requirement of putting barcode to facilitate tracking of packaged during the dispatch phase. Appropriate envelope labels, packet labels, box label, bag labels etc are to be created through computerized process to ensure accuracy in packaging and reliability in the number of documents dispatched
- 2.13 Every carton/container will have content list indicating all the details of degree certificates (Quantity, Serial Numbers, courses, etc). The bidder shall be responsible for **ensuring safe and timely successful delivery** of the final printed, packaged and labeled document at University of Delhi, Main Campus, Delhi-110007. Charges on packing, forwarding and delivery to the designated location will be borne by the bidder. The bidder will take a receipt of delivery at the designated location.
- 2.14 A soft copy of each of the final document in PDF, HTML, TIFF format will be required to be submitted in a storage media immediately. Certificates used for printing is to be procured by the press and shall be as per the specifications indicated in this Tender. The bidder will need to maintain sufficient inventory to ensure that printing needs of the University are met at all times and reasonable spurts in volume requirement can be met at short notice. Sample of the Certificate proposed to be used will require to be submitted in a prescribed manner along with the bid and certified by the vendor. The quality of certificate and printing must be at par with the specifications mentioned in this Tender Document otherwise the Tender agreement can be cancelled immediately by the Competent authority of University of Delhi and appropriate action may be initiated against the bidder as per the norms and decisions taken by the Competent authority and such decision shall be binding on the vendor.

CONFIDENTIALITY

- 2.15 The bidder will need to maintain confidentiality of data / inputs provided by the University in all the steps of the process. It will be the responsibility of the Bidder to ensure that stringent security measures are maintained to ensure that logo, hologram, watermark, digital signatures, barcodes etc associated with Certificate Printing are adequately protected against misuse. The bidder will need to sign a Non Disclosure Agreement (NDA) from all members of their staff involved in the complete process.
- 2.16 In case of misuse of data or University's logo, digital signatures of university authorities, etc that are attributable to the bidder, the EMD/Security will be forfeited, the contract would be immediately terminated by the Competent authority and appropriate legal action would be initiated against the bidder as per the norms and decisions taken by the Competent authority.
- 2.17 Details of the staff involved in the process should be submitted to the University. Such staff should be antecedent verified from the local police and the certificate thereof may be submitted to the University. No staff may be deployed on the work till his / her verification of antecedent is received from the local police.

3.0 Duration of the Contract

- 3.1 The total duration of the contract between University and the Service Provider is 3 years (36 months from the date of award of contract) for this assignment to be reviewed annually.

4.0 Time for Completion

- 4.1 The maximum completion and delivery time for the proposed work is one month (30 days) from the date of order issued and data released by the University. A small portion of printing requirement for emergent requirements may be ordered to be completed on a short notice based on mutual consent.

5. General Terms and Conditions (GTC):

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clauses in this Contract Agreement, the interpretation of University shall be final and binding.

Note : Bidders must read these conditions carefully and comply strictly while sending/submitting their Bids.

- 5.1 University of Delhi invites bids in two parts (Part- 1: Technical and Part-2: Price) bids for printing (including paper), packing and delivering degree certificates (referred as "Work") at University of Delhi, Main Campus, Delhi- 110007. Bidders must submit bids for the complete scope of work.

The successful bidder shall complete the work by the intended completion date as specified in this document

Bids containing deviation from provisions relating to the following clauses will be considered as non-responsive:

- a) Price – Basis and Payment
- b) Earnest Money Deposit
- c) Any Technical Deviations

6. Pre-Qualification Criteria

Following will be the minimum pre-qualification criteria. Each eligible firm/Organization should possess all the following pre-qualification criteria. Responses not meeting the minimum pre-qualification criteria will be rejected and will not be evaluated.

S. No.	Pre-qualification Criteria	Supporting Compliance document	Reference
1.	The firm shall be a firm/ company/ partnership firm registered under the Indian Companies Act, 1956/ the partnership Act, 1932 and who have their registered offices in India.	Copy of Certificate of Incorporation, M.O.A. and Article of Association.	
2.	The firm has to be profitable and should not have incurred loss in the last 3 Financial Years (FY 2016-17, FY 2017-18, FY 2018-19)	Profit and Loss Statement and Balance Sheet	

3.	The firm should have an average turnover of INR 01(one) crore in the last three financial years (FY 2016-17, FY 2017-18, FY 2018-19) from printing Services rendered in India (excluding turnover from supply and implementation of hardware, software and networking equipments.)	CA certified document	Annexure D
4.	The firm shall have experience in executing at least three assignments related printing services in Central Government/ State Governments/ PSUs / Government bodies / Autonomous Bodies/Private Sector in India during the last 03 Financial Years as on March 31, 2019 with a minimum order value of not less than Rs.15 lakhs.	Copy of Work Order/letter of award and any other document exhibiting completion of assignments, if assignment already completed.	Annexure F
5.	The Firm should have valid registration for security printing of documents like bonds etc. with any government or PSU's organization.	Registration Certificate	
6.	The firm should not be blacklisted by any Central Government/State Government / PSU/Government Bodies/ Autonomous Bodies/ Private Sector. The order of firm should not be suspended/terminated by any Central Government/State Government / PSU/Government Bodies/ Autonomous Bodies/ Private Sector.	Self declaration signed by the Authorized signatory	Annexure B
7.	The firm shall own 04 colour printing machines of adequate capacities, commensurate with requirement of printing of estimated quantity of degree certificates within prescribed time schedule of 01 months along with other facilities for requisite security printing.	Self declaration signed by the Authorized signatory	

7.0 Preparation of Bid

- 7.1 DOCUMENTS COMPRISING THE BID: The bid document is comprised of this complete document along with duly filled and signed bid proposal sheets and schedules to this document.
- 7.2 The bidder shall also submit documentary evidence to establish that it meets the qualifying requirements as mentioned in clause 6 (Prequalification Criteria).
- 7.3 All communication will be in the English Language only. All correspondences and other documents pertaining to this bid document and subsequent contract will be in the English Language.
- 7.4 Rates shall be written both in words and figures. There must not be errors and/or over writings. Corrections if any should be made clearly and initialed by the authorized signatory of the bidder along with dates. If any variation is found between the amount written 'in words' and 'in figures', the amount written in words will only be considered.
- 7.5 The rates should mention State VAT, GST, Central Sales Tax separately, Service Tax and other statutory taxes as applicable clearly and separately.

- 7.6 Cost of Bidding : The Bidder shall bear all costs associated with the preparation and submission of its bid and University shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 7.7 All taxes, VAT, GST, Octroi, Local taxes, etc. to be paid by the Bidder for the Work/Service and any claim for extra payment on any such account shall not be entertained.
- 7.8 No alterations or additions anywhere in the Bidder Document are permitted. Corrections, if any should be made clearly and initialed by the authorized signatory of the bidder along with dates. If any of these are found, the Bid may be summarily rejected.
- 7.9 In case of Private limited /public limited companies, the power of attorney shall be supported by Board Resolution and appropriate and adequate evidence in support of the same shall be provided.
- 7.10 Bidder shall properly number the documents attached with the Bid as support/ documentary evidences and a reference of such page number shall be provided in the Bid.
- 7.11 All pages and pasted slips should be signed by the Bidder. Corrections, if any, must be signed No page shall be added or removed from the set of Bid Document.
- 7.12 The Bidder shall submit the Bid which satisfies each and every condition laid down in this tender document, failing which the Bid will be liable to be rejected. Conditional Bids will be rejected.
- 7.13 All currency is to be quoted in Indian Rupee only. Taxes and levies as applicable at the time of submission of bids to be mentioned separately.
- 7.14 Conditions of GF&AR of the Government would also be applicable to the extent the relevant provisions of this agreement are silent.
- 7.15 Tender papers (each signed & stamped) must be uploaded along with the following documents:
- (a) GST clearance certificate
 - (b) PAN/TAN certificate
 - (c) Bank draft of Rs. 1000/-(non-refundable) drawn in favor of Registrar, University of Delhi, payable at Delhi towards cost of bid document.
 - (d) EMD of Rs. 1,00,000/- (Rupees One Lac only) in form of FDR in favor Registrar, University of Delhi, payable at Delhi
 - (e) Documents required under clause 6 (pre-qualification criteria)
- 7.16 The Bidders have to furnish samples of paper (to indicate quality of paper) along with tender form for consideration of the tender committee. Supply must be made as per sample.
- 7.17 Conditional bid is not acceptable and shall be liable for outright rejection.
- 7.18 If some of the document/annexure(s) is/are missing, the University has the right to reject the Bid as INVALID Bid.
- 7.19 The printing cost should be inclusive of all associated costs.
- 7.20 Any software or associated hardware required to provide services under this engagement will be provided by the bidder at their own cost.
- 7.21 The Bidder is expected to work out their own rates based on the detailed description of items, the specifications, software needed and conditions and finally arrive at the cost of the Works/ Service in the appropriate place. The Bidder shall be deemed to have satisfied itself before bidding as to correctness and sufficiency of its Bid. The rates and prices quoted shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for proper execution Works/Services.

- 7.22 Bidders are advised to follow the instructions provided in the 'Instructions to the bidder for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>'.
- 7.23 Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 7.24 Bidder who has downloaded the tender document from the University website www.du.ac.in and Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded financial bid template in any manner. In case if the same is found to be tempered/modified in any manner, bid will be completely rejected and EMD would be forfeited and bidder will be liable to be banned from doing business with University of Delhi.
- 7.25 **Validity of Tender - One hundred and twenty days** from the date of opening of tender. During the period no bidder shall be allowed to withdraw his tender. In case of withdrawal, the EMD submitted by the bidder shall be forfeited and no claim shall be entertained in this regard.

8.0 Clarification on Bidding Documents

If the prospective bidder is in doubt as to the true meaning of any part of the bid document, he shall at once make a request in writing for an interpretation / clarification to the University. The University shall issue interpretation / clarification as it may think fit in writing. The University will not respond to any clarification sought by the bidders 5 days before the last date of submission of the bid.

9.0 Collection of Bidding Document

The bid documents can be downloaded from the University website www.du.ac.in and Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app>.

10. Bid Price

- 10.1 The bidders shall quote in the appropriate schedule of the bid form, lump sum firm price and also the unit rates of the work, it proposes to supply and services rendered under the contract. All the work is to be quoted on "**Firm Price**" basis. Schedule of financial bid in the form of BOQ_XXXX. XIs
- 10.2 The rates quoted per unit shall be valid for 3 years.

11. Duties & Taxes

- 11.1 All taxes like GST, Sales Tax, Service Tax and other levies payable by the bidders in respect of the transaction between their vendor / suppliers while procuring the material shall be included in the bid price and no separate claim on these behalf will be entertained by the owner.
- 11.2 GST, Sales Tax, Local Tax, Service Tax and other levies in respect of transaction between the owner and the contractor, if any, shall not be included in the bid price but they should be indicated separately, whenever, applicable, in the bid proposal sheet.
- 11.3 If any taxes are required statutorily to be deducted at source, the owner (the University) shall be entitled to deduct the same while making payment.

- 11.4 In the event of any increase in taxes/duties, the extra liability on account of these taxes shall be borne by the University of Delhi. Similarly in the event of abolition/reduction of taxes/duties, the savings accruing to the bidder shall be passed on to the University of Delhi.

12. Freight & Insurance

- 12.1 The bidder shall make all arrangements towards safe and complete delivery at the designated locations indicated by University in the Purchase Order. Such responsibility on part of the bidder will include taking care of insurance, freight, state level permits etc. as applicable.
- 12.2 The bidder will keep University informed of various stages of deliveries.

13. Bid Validity

- 13.1 Bid shall remain valid for a period not less than 120 days after the deadline date of bid submission as specified, which may be extended with mutual consent. A shorter bid validity period shall be rejected as non-responsive.

14. Earnest Money Deposit (EMD)

□ 1,00,000/- (Rupees One Lakh Only) in the form of Fixed Deposit Receipt (FDR) in favour of The Registrar, University of Delhi, Payable at Delhi valid for a period of six months. EMD should reach the **Section Officer, General Branch-II, Room No: 209, 2nd Floor, New Administrative Block, University of Delhi, Delhi-110007**, before the end date and time of bid submission. Bidders, however have to attach scanned copies of EMD documents along with the e-tender (technical bid).

15. Submission of Bid

- 15.1 Bids shall be submitted online only at CPP portal: <https://eprocure.gov.in/eprocure/app>.

16. Bid Opening & Evaluation

- 16.1 The Tender Committee set up by the University will first open the Technical Bid.
- 16.2 The Tender Committee constituted by the University will shortlist successful bidder or bidders who qualify in the Technical bid. **The Price Bid of the successful Bidders, who were found qualified in the Technical Bid, will be intimated in due course. After the technical evaluation of the bids, the university will open the 'Financial bid' of all technical qualified bidders. The lowest financial bid shall be considered the award of contract.**

17. Evaluation & Comparison of Bids

- 17.1 Technical comparative statement will be prepared on the basis of the documents submitted by the bidder.

18 Award of Contract

- 18.1 The notification of award / letter of award will constitute the formation of the contract. The University will promptly notify each unsuccessful bidder and will return the earnest money without any interest on the earnest money.
- 18.2 The University reserves the right to accept any bid or to reject any or all bids without assigning any reasons, whatsoever.
- 18.3 The University reserves the right to accept or reject any bid, and to cancel the bidding process and can also reject all bids at any time prior to award of contract, without there by incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the University's action.

18.4 Security Deposit / Performance Security :

Within 15 days of notifying the acceptance of proposal for the award of contract, the Service Provider shall furnish the Performance Guarantee of 10% of contract value for the entire contract period as its commitment to perform services under the contract from a Nationalized Bank, which shall be accepted in the following forms and shall be in favour of "Registrar, University of Delhi", payable at Delhi with a validity of months as under:-

- i. Fixed deposit receipt (FDR) of a nationalized bank (40 months validity)
- ii. Bank Guarantee (40 months validity)

The duration of contract will be for a period of 3 years from the date of award of contract. Failure to submit security deposit within prescribed time will result into cancellation of award and forfeiture of EMD.

- i. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG.
- ii. The PG shall be released immediately after expiry of the contract provided there is no breach of contract on the part of the Service Provider.
- iii. No interests will be paid on the PBG.

19.0 Condition of Contract

Definition of Terms

- 19.1 "Contract" means the agreement entered into by the University and vendor/bidders as per the contract agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 19.2 "Owner" means the University of Delhi, Delhi – 110 007 and shall include their legal representatives, successors and assigns.
- 19.3 "The University" means the University of Delhi, Delhi – 110 007, which would undertake all the work required in printing of the certificates.
- 19.4 The "Contractor" shall mean the bidder whose both technical and price bid will be accepted by the University for award of the Work and shall include such successful bidder's legal representatives, successors and permitted assignees.

- 19.5 The term “Contract Price” shall mean the lump-sum firm price quoted by the contractor in his bid with additions and/or deletions as may be agreed and incorporated in the letter of award, for the entire scope of Work.
- 19.6 “Notification of Award of Contract” / “Letter of Award” shall mean the official notice issued by the University, notifying the contractor that his bid has been accepted.
- 19.7 “Date of Contract” shall mean the date on which notification of award of contract / letter of award has been issued.
- 19.8 “Goods” shall mean certificates which the contractor is required to supply to the University under the contract.
- 19.9 “Work” shall mean and include paper, printing, packing and delivery of certificates as per agreed specifications including all transportation, handling and unloading at site as defined in the contract.
- 19.10 “Day” or “Days”, unless herein otherwise expressly defined, shall mean calendar day or days of 24 hours each.
- 19.11 “Writing” shall include any manuscript, typewritten or printed statement, under or over signature and/or seal as the case may be.
- 19.12 “Bid Opening site” – means the University of Delhi, Main Campus, Delhi-110007, where the Technical and Price Bids shall be opened.
- 19.13 “Tender Committee” means the committee set up by the University..

20. Scope of Work

See Clause no.2

21. Qualifying Requirements

- 21.1 The qualifying requirements for this bid will be Clause 6.

22. Prices

- 22.1 Schedule of financial bid in the form of BOQ_XXXX. Xls (Section-III)

23. Basis of Evaluation & Comparision

- 23.1 It will be as per clause 16 (Bid Opening and Evaluation)

24. Time Schedule

- 24.1 The work should be completed **within 30 days** from date of handing over of inputs alongwith specific orders of printing by the University. However in case of urgency upto 500 certificates may be required within five working days excluding Saturday, Sunday and gazette holidays.

25. Inspection & Testing

- 25.1 The University or their representatives shall have the right to inspect and /or to test the work to confirm their conformity to the Contract specifications at no extra cost to the contractor. The University shall notify the contractor in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 25.2 The contractor shall provide sample copies of the printed material to the University for inspection / testing for the specification as laid down by the University.

26. Terms of Payment

- 26.1 The rates quoted are for per certificate. The payment will be made on the actual number of certificates indented and verification report given by the deputed official of the University on the per certificate rate. The printed certificates shall be subject to inspection. Certificates, which do not conform to specifications and schedule of delivery, are liable to be rejected in full. Such rejected degree certificates will not be returned to the contractor and these will be destroyed / disposed off by the University. The successful bidder will be required to replace the rejected documents at their cost and deliver them at the specified destination as per instruction given by the University. Payment will be made by University in Indian Rupees through RTGS/NEFT etc.
- 26.2 The rates shall be valid for 3 years.
- 26.3 The vendor will submit three copies of accurate invoices on the letter head of the company with signature of the authorized signatory and the seal of the organization
- 26.4 The payment will be made by University in Indian Rupees through RTGS/NEFT etc. to the supplier after receiving the internal approvals from the respective authorities and adjustments of the liquidating damages, if any
- 26.5 Any variation in taxes after the last date of submission of the bid will be on account of the purchaser, in the event the taxes are increased by the Government authorities, then the bidder will have to provide the accurate invoice with the effect of increased taxes, with the documentary evidence of increased taxes. In case the taxes are reduced then the bidder will have to submit the accurate invoice with the effect of reduced taxes with the documentary evidence
- 26.6 The payment to the contractor will be made by the Owner (the University) on the recommendations of the competent authority of the University as specified below:
- 26.7 The bidder will invoice University at the beginning of the calendar month for the competed deliveries in the previous months. The invoices are to be submitted in triplicate.

27. Liquidated Damage for Delay in Completion

- 27.1 If the completion of Work is delayed beyond the scheduled date as stipulated in Clause 24 (Time Schedule) or any time extension granted thereof, except for 'Force majeure' circumstances, the owner will deduct as liquidated damage, not as penalty, a sum of one half of one percentage (0.5%) of the contract price for each 7 days delay or part thereof in completion of the Work. The liquidated damage shall be subject to a maximum of 10% of the contract price.

27.2 If the delay is beyond 3 months then University may rescind the Contract and shall be free to get it done from some other sources at risk and costs of the Service Provider. The Service Provider may be debarred for applying in future assignments.

28. Manner of Execution

28.1 The University will issue two copies of letter of award to the contractor. The contractor will return one signed copy of the letter of award notifying the acceptance of the contract.

28.2 The contract agreement (as per bid form) will be signed in two originals – One original will be kept with the Owner and the other will be given to the contractor.

29. Resolution of Disputes

29.1 University and the bidder shall make every effort to resolve any difference or dispute arising between them under or in connection with the University's purchase order, amicably by direct informal negotiation.

29.2 If after thirty (30) days from the commencement of such informal negotiations, University and the bidder have been unable to resolve amicably the dispute, either party may require that the dispute be referred for resolution to the formal mechanisms as specified hereunder:

29.3 Any dispute or differences whatsoever arising between the parties out of or relating to the manufacturing, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties. The sole arbitrator shall be appointed by the Vice Chancellor, University of Delhi.

29.4 The performance under this contract shall not stop for any reason whatsoever during the said dispute/proceedings, unless the bidder is specifically directed by University to desist from working in this behalf.

29.5 The venue of arbitration shall be Delhi. The language of proceedings shall be English. The Law governing the substantive issues between the parties shall be the Laws of India.

29.6 It is also a term of contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date, he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.

29.7 Performance of the Contract is governed by the term and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of the dispute will consider the Notice and respond to it in writing 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of the party, disputes or differences arising shall be referred to the sole Arbitrator.

29.8 The Owner (the University) shall appoint the sole arbitrator. However, a person who had an opportunity to deal with the matters to which the contract relates to, who in the course of his duties had expressed views on all or any of the matters under dispute or difference, shall not be appointed as arbitrator.

29.9 Arbitration proceedings shall be held at Delhi.

29.10 The decision of the arbitrator shall be final and binding on both the parties. The vendor/service provider will pay the cost and expenses of arbitration proceedings.

30. Jurisdiction of Contract

30.1 The laws applicable to the contract shall be the laws in force in India. The courts of Delhi only shall have exclusive jurisdiction in all matters arising under this contract.

31. Completion of Contract

31.1 The University will issue a certificate of completion on successful completion of the work to the contractor as specified in the contract.

32. Forfeiture of EMD

32.1 In case the bidder who has been awarded the work contract refuses to accept the Work contract issued by the University or fails to respond to the letter of award of work by the University in 07 days time, then the EMD paid by the bidder will be forfeited.

33 Summary Rejection of tender:

The tenders not accompanied with Earnest Money Deposit, Cost of Tender Document shall be summarily rejected. Similarly, if the bidder proposes any alternation in or additions to the prescribed form of tender or decline to carry out any work of the tender document; or any conditions mentioned, etc., his tender is liable to be rejected.

34 Termination of Contract:

The University will terminate the contract in the following ways:

- a. The term of Contract expires
- b. Termination of Contract by the University due to non-performance during the execution of Project.
- c. Incorrect printing with respect of Data supplied by University.
- d. Performance is below expected level
- e. Non adherence to the timelines of the project
- f. Quality of work is not satisfactory

35 Force Majeure

For purpose of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidders fault or negligence and not foreseeable. Such events may include, but are not limited to wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargo.

If a Force Majeure situation arises, the bidder shall promptly notify the University in writing of such conditions and the cause thereof. Unless otherwise directed by the University in writing, the Supplier shall continue to perform its obligations under the Purchase Order as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event(s).

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) 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 CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) 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 DSC’s to others which may lead to misuse.
- 6) 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.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP 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 CPP Portal.
- 2) 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 CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) 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.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) 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.

- 3) 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 / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) 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” or “Other Important Documents” 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.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can 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.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the financial bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (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.
- 6) 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.
- 7) 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. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), 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.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

FINANCIAL BID

Schedule of financial bid in the form of BOQ_XXXX.xls

The below mentioned Financial proposal/commercial bid format is provided as BOQ XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded financial 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 and tenderer is liable to be banned from doing business with University of Delhi.

- 1) The rates shall be quoted in Indian Rupee only.
- 2) In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
- 3) The payment will be made to the vendor at any Bank Account maintained in India by way of ECS/RTGS after deducting the TDS as applicable.
- 4) The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

Format for financial bid provided with tender in .xls format, to be downloaded and filled up before upload with tender in financial bid.

Please specify taxes in % below.

- | | | |
|---|----------|------------------------------------|
| 1. Sales Tax/VAT/GST, if applicable | - | % of basic unit price _____ |
| 2. Service Tax, if applicable | - | % of basic unit price _____ |
| 3. Duties, if applicable | - | % of basic unit price _____ |
| 4. Any other tax as applicable: | | % of basic unit price _____ |
| 5. Any other tax as applicable: | | % of basic unit price _____ |
| Total taxes & duties (1+2+3+4+5) | | - _____ |

The financial bid will comprise of all taxes in a single column.

LETTER OF TRANSMITTAL

(To be given on Company Letter Head)

From:

To

The Registrar
University of Delhi
Delhi

Sub: Submission of Tender Document for supply of _____ to
University of Delhi

Sir,

Having examined the details given in Tender document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statements made and information supplied in the enclosed annexures/forms accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency certificate and authorize the Registrar, University of Delhi to approach Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize the University of Delhi to approach individuals, employers, firms and corporation to verify our competence and general reputation.

Signature(s) of Bidder(s) with seal

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

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 .), which form part of the contract agreement and I / we shall abide by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization to have also 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 its totality / entirety.

5. I / We do hereby declare/certify and confirm that our Firm has not been blacklisted/debarred/ contemplated by any Govt. Department/Public sector undertaking in last three year (from the last date of the tender document. We further certify and confirm that there is no pending litigation/court proceedings pertaining to blacklisting/debarment initiated against us or any of our promoter(s)/director(s)/sister concerns/subsidiaries by any Central Government/State Government/Central or State PSU and there is no case where the awarded work has been cancelled/suspended for reasons of non-satisfactory performance.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

BIDDER PROFILE (on company's letter head)

1. Name and Address of the bidder
2. Telephone no./Fax no.
3. Email Address
4. Legal status of the bidder (attach copies of original documents defining the legal status)
 - A proprietary firm
 - A firm in partnership
 - A limited company or corporation
 - Any other relevant document
5. Particulars of registration with various Government Bodies
6. Year of existence in this field
7. Income Tax Registration, Service Tax Registration, VAT Registration (Attach Copies)

Signature(s) of Bidder(s) with seal

Strength of Firm
FINANCIAL INFORMATION

- 1) **Financial Analysis** – Details to be furnished duly supported by figures in balance sheet/profit and loss account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached)

Item	2016-17	2017-18	2018-19
Annual turnover			
Profit after Tax			

Signature of Chartered Accountant with seal

Signature(s) of Bidder(s)
with seal

FINANCIAL BID UNDERTAKING

From : (Full name and address of the Bidder_ _____

To,

Dear Sir/Madam,

I submit the financial bid for _____ and related activities as envisaged in the Bid document.

2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to work at the rates as indicated in the financial bid.

Yours Faithfully,

Signature of authorized
Representative

BID REFERENCE :

Page : 1 of 1

QUALIFYING REQUIREMENT DATA

Bidders Name & Address :

To,
The Registrar
University of Delhi
Delhi-110007

Dear Madam/Sir,

In support of our meeting the Qualifying Requirements (QR) for bidders stipulated in Clause 6 of Bidding documents. We meet the stipulated QR as mentioned based on the following:

- a) The details of work carried in the past in regard to execution of similar type of work is as given below :

Sl. No.	Customer / Client Name	Type of Work	Worth of Work in (Lakhs)	Date of Initiation	ongoing / completed

Note: Attach the copies of Work Orders / Letter of Award / successful completion of the above mentioned details (any one).

- b) The details of printing and binding machinery that are owned by us are given below:

Sl. No.	Machine Name	Make	Capacity	Year of Purchase

- c) The copies of all requisite documents in terms of clause 6.
- d) In support of our credibility to execute the work, we are enclosing following supporting documents (if any).
- i)
 - ii)
 - iii)

Date :
Place :

(Signature)
(Name of Authorised Official)
(Designation)
(Company Seal)

BID REFERENCE :

Page : 1 of 1

DEVIATION SCHEDULE

Bidders Name &Address :

To,
The Registrar
University of
Delhi, Delhi-
110007

We declare that our price components are on FIRM BASIS, and we also declare that our bid has no technical and commercial deviation.

Date : (Signature)

Place :

(Name of Authorised Official)

(Designation)

(Company Seal)

PROFORMA OF “AGREEMENT”

(To be executed on ₹ 100/= Non-Judicial stamp paper)

This Agreement made this day of two thousand between University of Delhi, Delhi -110007 (herein after referred to as “Owner” or “University”, which expression shall include its administrators, successors and assign) on one part and

.....
(Name of the Contracting Co.) (herein after referred to as the “Contractor”, which expression shall include its administrators, successors, executors and permitted assigns) on the other part.

WHEREAS ‘University’ invited Bids for Printing, Packaging and Supply of Certificates at University of Delhi, Main Campus, Delhi -110007, an autonomous statutory body established under the Act of Parliament having its office University of Delhi, Main Campus, Delhi -110007, as per its Bid Specification No.,

AND WHEREAS(Contractor Name).....had participated in the above referred bidding vide their Proposal No. Datedand the Owner awarded the Contract to (Contractor Name) on terms and conditions documents referred to therein, which have been acknowledged by (Contractor Name) resulting into a “Contract”.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER

1.0 Award of Contract

The University awarded the Contract to (Contractor Name) for the work comprising of Paper, Printing, Packaging and Supply of Certificates at University of Delhi, Main Campus, Delhi -110007, an autonomous statutory body established under the Act of Parliament having its office University of Delhi, Main Campus, Delhi -110007, on the terms and conditions contained in its Letter of Award No..... Dated and the documents referred to therein. The award has taken effect from aforesaid letter of award. The terms and expressions used in the Agreement shall have the same meaning as are assigned to them in the “Contract Documents” referred to in the succeeding Article.

Printing and Supplying of Certificates with the following specifications:

S. No.	Details	Type of Paper	Size	Packing	Quantity
1	Degree Certificates printed in four colors embedded with at least seven security features namely Rainbow Pattern Printing, watermark, Anti copy feature, Ghost images, Secure background of name/ logo, masked encrypted barcode and Hidden text. The photograph of student also needs to be printed on certificates	Type of paper 'Non tear-able Polyethylene Terephthalate/ Polypropylene synthetic paper, with thickness 230-250 microns and 100% water proof, having features of balanced tensile properties, glossy finish, paper like appearance, archival quality, dimensional stability, durability, weather resistance, chemical resistance, consistent color, heat resistance up to 200 degree centigrade and electrical resistance')	280 x 210 mm	50 nos. certificates packed in Polythene and then 10 no of such packets in 5 ply waterproof corrugated box totaling 500 certificates in each Box ($\pm 10\%$ variation in number of certificates in a box will be acceptable for left over / less quantity of certificates after packing in multiple of 500s.). Packing of a quantity of a fraction of 500 certificates for emergent requirements may be done in an equally safe mode and with comparable cost with mutual consent.	2,00,000 Boxes Annually)

The Degree Certificates would be required in three designs i.e. degrees awarded before 19/11/2016, awarded on or after 19/11/2016 and for year 2019 onwards. Samples may be seen in the General Branch-II.

The work should include paper, printing, packing and delivery at University of Delhi, Main Campus, Delhi -110007. A soft copy of each of the final document in PDF, HTML, TIFF format will be required to be submitted in a suitable storage media immediately along with keys to identify documents with the help of bar code reader. The work order for printing requirement may be issued in full / part quantity.

3.1 Documentation

The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "Contract Documents")

- a) The Bidding Documents
- b) Proposal Sheets submitted by(Contractor Name).....
- c) The University Letter of Award No. dated.....Duly acknowledged by(Contractor Name).....

All the aforesaid Contract Documents shall form an integral part of this Agreement in so far as the same or any parts conform to the Bidding Documents and what has been specifically agreed to be the "University" in its Letter of Award.

Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Contractor is deemed to have been withdrawn by the Contractor. For the sake of brevity, this agreement along with its aforesaid Contract Documents shall be referred to as the "Agreement".

4.0 Conditions and Covenants

The scope of Contract, Consideration, Terms of Payment, Taxes wherever applicable, Insurance, Liquidated Damage and all other terms and conditions are contained in University Letter of Award No..... dated..... read in conjunction with other aforesaid Contract Documents.

5.0 Time Schedule

Time is the essence of the Contract and time schedules shall be strictly adhered to. (Contractor Name) M/s..... shall perform the work in accordance with the agreed schedules.

6.0 Quality Plan

The Contractor shall adhere to the quality of material, printing, binding and packaging as specified in the technical specifications.

7.0 Payment Schedule

The payment to the contractor will be made by the University on the recommendation of Deputed Officer of the University and approval of Competent Authority of the University..

8.0 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede any prior correspondence by terms and conditions contained in the Agreement Any modifications of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.

9.0 Settlement of Dispute

It is specifically agreed between the parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement shall be decided by process of settlement and Arbitration as specified in Clause 29. Delhi courts alone shall have exclusive jurisdiction over the same.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution where of has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at **Delhi**.

(Owners Signature)

(Contractors Signature)

.....
(Name of Authorised Representative)

.....
(Name of Authorised Representative)

(Designation)
(Company's Seal)

(Designation)
(Company's Seal)

WITNESS:

1.

2.

3.

4.

**Form of Performance Guarantee
Bank Guarantee Bond**

1. In consideration of the University of Delhi (hereinafter called "The University") having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called "the said bidder (s)") for the work _____ (hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the bidder(s) for compliance of his obligations in accordance with the terms and condition in the said agreement.

We, _____ (indicate the name of the Bank) _____ (hereinafter referred as "the Bank") hereby undertake to pay to the University an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the University.

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 University stating that the amount claimed is required to meet the recoveries due or likely to be due from the said bidder(s). 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. _____ (Rupees _____ only).
3. We, the said bank further undertake to pay the University any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) 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 bond shall be a valid discharge of our liability for payment there under and the bidder(s) 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 University under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Registrar, University of Delhi, on behalf of the University certified that the terms and conditions of the said agreement have been fully and properly carried out by the said bidder(s) and accordingly discharge this guarantee.
5. We, _____ (indicate the name of the Bank) further agree with the University that the University shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of terms and conditions of the said agreement or to extent time of performance by the said bidder(s) from to time or to postpone for any time or from time to time any of the powers exercisable by the University against the said bidder(s) 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 bidder(s) or for any forbearance, act of omission on the part of the University or any indulgence by the University to the said bidder(s) or by any

such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect or so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the bidder(s).
7. We, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the University in writing.
8. This guarantee shall be valid upto _____ unless extended on demand by the University. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) 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.

Date the -----day of -----for------(indicate the name of the Bank)

CHECK LIST

S. No.	Description	Pages	(Yes/No)
1	EMD (Rs.1,00,000/-)		
2	Samples of Degree Paper		
3	Annexures A to G		
4	Pre-qualification Criteria (clause-6)		
5	Tender copy signed and stamped		