

**BID DOCUMENT****NOTICE INVITING TENDER***Dated: <<13/04/2016>>*

Online bids (Technical & Financial) from eligible bidders which are valid for a minimum period of 90 days from the date of opening (i.e. **05.05.2016**) are invited for and on behalf of the Vice-Chancellor, IGNOU for “**Procurement of Hessian Cloth-lined Corrugated Boxes**”.

Name of work	<b>TENDER DOCUMENT FOR “Procurement of Hessian Cloth-lined Corrugated Boxes”.</b>
Estimated cost	<b>Rs.22,94,,250/-</b>
Period of contract	<b>ONE YEAR</b>
<i>Earnest Money Deposit to be submitted</i>	<b>Rs. 50,000/-</b>
<i>Date of Publishing</i>	13.04.2016 (14.00 Hrs.)
<i>Clarification Start Date and Time</i>	13.04.2016 (15.00 Hrs.)
<i>Clarification End Date and Time</i>	19.04.2016 (15.00 Hrs.)
<i>Bid Submission Start Date</i>	20.04.2016 (10.00 Hrs.)
<i>Queries (If any)</i>	No queries will be entertained after clarification end date and time
<i>Last Date and time of uploading of Bids</i>	05.05.2016 (11.00 Hrs.)
<i>Last Date and time of submitting Tender Fee and EMD at IGNOU</i>	05.05.2016 (13.00 Hrs.)
<i>Date and time of opening of Technical Bids</i>	05.05.2016 (15.00 Hrs.)

Interested parties may view and download the tender document containing the detailed terms & conditions, free of cost from the website <http://eprocure.gov.in/eprocure/app>.

**MANUAL BIDS SHALL NOT BE ACCEPTED**  
**except for the original documents/instruments as mentioned in this tender.**

**Bidders should regularly visit the website to keep themselves updated.**

## **INSTRUCTION FOR ONLINE BID SUBMISSION**

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

### **REGISTRATION**

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the “Online Bidder Enrollment” option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii) During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their userID/ password and the password of the DSC/ eToken.

### **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:**

- (i) For preparation of bid Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.  
After selecting the tender document same shall be moved to the 'My favourite' folder of bidders account from where bidder can view all the details of the tender document.
- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall 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.
- (iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule.  
**Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**
- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under "My Space/ Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

**SUBMISSION OF BIDS:**

- (i) 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.
- (ii) Bidder should prepare the Tender Fee and EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BC/BG/ others 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.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iv) Bidders shall select the payment option as offline to pay the Tender Fee/ EMD and enter details of the DD/BC/BG/others.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bid documents may be scanned with 100 dpi with black and white option which helps in

reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.

- (viii) **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.**

**Bidders shall download the Schedule of Quantities & Prices i.e. Schedule-A, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only.**

**If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected and further dealt as per provision of clause no 23.0 of ITB including forfeiture of EMD.**

**The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.**

- (ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
- (x) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi) Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) 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.

#### **ASSISTANCE TO BIDDERS:**

- (i) 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 contract person indicated in the tender. The contact number for the helpdesk is 011-29572020, 29572004 between 10:30 hrs to 17:00 hrs.
- (ii) 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.

Toll Free Number 1800-3070-2232. Mobile Nos. 91-7878007972 and 91-7878007973.

**INDIRA GANDHI NATIONAL OPEN UNIVERSITY  
CONSTRUCTION & MAINTENANCE DIVISION  
MAIDAN GARHI, NEW DELHI-110068.**

**Tender Notice**

Online bids are invited from eligible bidders for the work of “**Procurement of Hessian Cloth-lined Corrugated Boxes**”.

The online bids complete in all respect along with a scanned copies of the bank draft of Rs.500/- and Rs.50,000/- towards tender fee and notified EMD respectively in favour of IGNOU, New Delhi must reach Room No 04, MPDD, IGNOU, Maidan Garhi, New Delhi-110 068 latest by 1300 Hrs on the bid opening day.

The tender document along with other details may be downloaded from the CPP Portal:  
<http://eprocure.gov.in/eprocure/app>

Dated:- 13.04.2016

**Sd/-  
Registrar MPDD**

**TENDER DOCUMENT FOR PROCUREMENT OF HESSIAN CLOTH- LINED  
CORRUGATED BOXES  
Indira Gandhi National Open University  
New Delhi.**

Tender Fee : Rs. 500/- (Rupees Five Hundred Only)  
Earnest Money : Rs. 50,000/- (Rupees Fifty Thousand only)

**Scanned Copy of EMD and Tender fee must be submitted online on CPP Portal:-**  
<http://eprocure.gov.in/eprocure/app>

**And**

**Physical copy of only EMD and Tender Fee separately must be submitted on due date and before 1300 hrs. of tender opening in the office of the Registrar, MPDD, IGNOU Campus, Maidan Garhi, New Delhi -110 068.**

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## **INSTRUCTIONS TO THE BIDDERS FOR e-PROCUREMENT**

### **1. Preparation and Submission of Bids**

- a. The detailed tender documents may be downloaded from <http://eprocure.gov.in/eprocure/app> till the last date of submission of tender. The Tender may be submitted online through CPP Portal <http://eprocure.gov.in/eprocure/app>
- b. The bidder should submit the bid online in two parts viz. Technical Bid and Commercial Bid. Technical Bid, Tender Fee & EMD should be upload online in cover 1 and Commercial Bid in “.xls” should be upload online in cover 2

### **2. Submission of the Bid:** All interested eligible bidders are requested to submit their bids online on CPP Portal: <http://eprocure.gov.in/eprocure/app> as per the criteria given in this document:

- a. Technical Bid, Tender Fee & EMD should be uploaded online in cover 1.
- b. Commercial Bid should be upload online in cover 2

Both Technical and Commercial Bid covers should be placed online on the CPP Portal (<http://eprocure.gov.in/eprocure/app>).

### **3. Technical Bid:** Signed and Scanned copy of the Technical bid documents as under must be submitted online on CPP Portal: <http://eprocure.gov.in/eprocure/app>.

#### **a. List of Documents to be scanned and uploaded (Under Cover 1) within the period of bid submission:-**

- i. Scanned copy of Tender Fee and EMD.
- ii. Copy of board resolution/ Power of Attorney/ Authorization letter indicating that the person signing the Bid has the required authority to sign on behalf of the Bidder and Copy of Memorandum of Association & Article of Association of the Bidder
- iii. A brief write-up about the Bidder profile containing details about its areas of business(es), technical/core competencies, financial capacity, an outline of recent experience on assignments of similar nature.
- iv. Technical Bid Compliance Form as per annexure – I.
- v. The following documents are to be submitted online with the bid in respect of proof of satisfaction of the eligibility conditions laid down in the Tender document:

- **Demand Draft / Pay order or Banker`s Cheque. of any scheduled bank against EMD and Tender Fee.**
- **Balance Sheet of last year.**
- **Turnover of last year**
- **Production capacity certificate**
- **Tax Return**
- **PAN/TIN/TAN No.**
- **Signed filled in special terms & conditions**



#### 4. Financial Bid

- a. The currency of all quoted rates shall be Indian Rupees. All payment shall be made in Indian Rupees.
- b. In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the specified “.xls” format i.e. BOQ\_XXXX.xls in Excel sheet attached as ‘.xls’ with the tender and based on the scope of work, service conditions and other terms of the Tender document. It should include all costs associated with the Terms of Reference/Scope of Work of the assignment.
- c. The Financial Proposal should be inclusive of all applicable taxes, duties, fees, levies, and other charges imposed under the applicable laws. The rates quoted in the Tender are inclusive of all applicable taxes, duties etc.
- d. The Financial bid should be according to the format given in the Tender Document. It should be ensured that no required value against an item is missed. If the bidder does not want to charge for an item the value must be filled as “0” (ZERO). All totals should be correct.

#### 5. Uploading/Submission of Document (Documents to be uploaded online on <http://eprocure.gov.in/eprocure/app>):

##### i. Cover-1 (Technical Bid)

- ✓ Scanned copy of EMD
- ✓ Scanned copy of Tender Fee
- ✓ Signed (whenever required) and Scanned copy of documents as mentioned in the tender.

- ii. **Cover-2 (Commercial Bid in BoQ\_XXXX.xls):** 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 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.

***In case, any discrepancy is found in the uploaded and/or submitted documents the tender will be rejected without any notice.***

6. The bid document consisting specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <http://eprocure.gov.in/eprocure/app> free of cost.
7. Information and Instructions for bidders posted on CPPP/website shall form part of bid document. Bidders are advised to visit CPPP regularly for latest update.

8. Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited EMD, tender fee and other documents scanned and uploaded are found in order.
9. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
10. The intending bidder must have valid class-III digital signature to submit the bid.
11. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
12. Contractor can upload documents in the form of JPG format and PDF format.
13. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as “0”. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as “0” (ZERO).
14. When bids are invited in two / three stages systems and if it is desired to submit revised financial bid it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
15. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
16. 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.
17. The uploaded documents become readable only after the tender opening by the authorized bid openers.

## INSTRUCTIONS TO THE BIDDERS

### 1. Last Date for Submission of Tender:

- a. Online bids complete in all respects, must be submitted on or before the last date and time specified in the schedule of events.
- b. The IGNOU may, at its own discretion, alter/extend the last date for submission of tenders.

### 2. Tender application fee and bid security (Tender Fee & EMD)

- a. The Bidder shall furnish Tender Application Fee (non-refundable) in the form of Demand Draft/ Pay order amounting to Rs. 500/- (Five Hundred Only), drawn on a scheduled commercial bank and payable to "IGNOU" at New Delhi.
- b. The Bidder shall furnish Earnest Money Deposit as Bid Security of Rs. 50,000/- (Fifty Thousand only). The EMD shall be furnished in the form of Demand Draft of requisite amount, drawn on a scheduled commercial bank and payable to "IGNOU" at New Delhi.

**NOTE: The Contractor will have to submit the five samples of the Corrugated Boxes as per the specification given below. Physical copy of only EMD and Tender fee must be submitted before due date and time on the given address i.e. Room no. 04, MPDD, IGNOU, Maidan Garhi, New Delhi-110068, and Scanned copies of the same must uploaded online in cover 1.**

## SPECIFICATIONS

The Indira Gandhi National Open University require the following quantity of Hessian Cloth-lined Corrugated Boxes, to be supplied as and when required in one or more lots as will be specified by IGNOU in its supply order(s) during the period of the contract.

### REQUIREMENT:

Sl.No	Particulars	Approximate Quantity in Nos.	Estimated Cost (in Rs.)	EMD (in Rs.)
1.	Corrugated Card Board 5 ply with 2 ply of Virgin Kraft and 3 ply of semi Kraft paper. 120 GSM with Hessian Cloth Lining on outer layers on all sides of the Box.  Size (Inner) (L X W X H) :  40 X 30 X 21 Cms	57,500  (Fifty Thousand Five Hundred only )	Rs. 22,94,250/-	Rs. 50,000/-

- c. Any Bid not accompanied by an acceptable Bid Security and Tender Application Fee shall be summarily declared non-responsive and the envelope containing Technical Bid of such Bidder shall not be considered.

- d. The EMD of unsuccessful Bidders shall be returned without interest after finalization of the tender and that of the Successful Bidder's EMD shall be kept with department and adjusted as security deposit.

### 3. Bid Validity

- a. All the Bids must be valid for a period of 90 days from the last date of submission of the tender for execution of Contract. However, the quoted rates should be valid for the initial/ extended period of the Contract from the effective date of the Contract. No request will be considered for price revision during the entire Contract period.
- b. A bid valid for a shorter period shall be declared as non-responsive.
- c. In exceptional circumstances, prior to expiry of the original time limit, the IGNOU may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 90 days. The request and the bidders' responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD Security.

### 4. Modification / Substitution/ Withdrawal of bids:

- a. No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid's Due Date.
- b. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid's Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

5. **Late Bids:** The bid received by the IGNOU after the prescribed deadline will be returned to the Bidder.

6. **Rejection of the Bid:** The bid submitted shall become invalid and tender fee shall not be refunded if:-

- a. The bidder is found ineligible.
- b. The bidder does not upload all the documents as stipulated in the bid document.
- c. If physically non-submission of EMD and tender fee separately before opening of bid.
- d. After opening of technical bid within two working days of IGNOU bidders have to get the verified with digital documents verified with original documents. in the office of Registrar, MPDD.
- e. Submission of the original signed form of acceptance of terms & conditions of item rate tender and signed filled in special terms & conditions in the office of Registrar, MPDD.
- f. Any discrepancy found in the uploaded and/or submitted documents and/or non-receipt of above digital documents as mentioned at above the tender will be rejected without any notice and financial bid of such bidderer will not be opened.

## 7. SUBMISSION OF BIDS

### a. Documents to be submitted physically:

- ✓ EMD
- ✓ Tender Fee

b. The bidder shall seal the original Bank Drafts/Pay orders towards EMD and tender fee in an envelope. The Bidder shall mark its name and tender reference number on the back of the Bank Draft/ Pay order before sealing the same. The address of Tender process officer, name and address of the bidder and the Tender Reference Number shall be marked on the envelope. The envelope shall also be marked with a Sentence “NOT TO BE OPENED BEFORE the Date and Time of Bid Opening”. If the envelope is not marked as specified above, IGNOU will not assume any responsibility for its misplacement, pre-mature opening etc.

c. The bidder shall deposit the envelope in the tender box kept in the Room No. 04, MPDD **IGNOU Maidan Garhi, New Delhi-110068** on or before 13.00 hrs, on bid submission date. *In case EMD and tender fee, is sent through Speed Post in the name of Tender Process Office, and please ensure that it must reach on the above mentioned address as per date and time mentioned in the bid document.*

*EMD not meeting above deadlines will not be accepted and the bid will be rejected.*

## TERMS AND CONDITIONS

**The COMMERCIAL BIDs will be opened on a later date. It will not be opened for those tenderers whose TECHNICAL BID does not fulfill the requirement of tender document .**

The decision of the “Tender Opening and Evaluation Committee” of the University shall be final and binding with regard to the opening of the TECHNICAL & COMMERCIAL BID.

The rates must be quoted both in words and figures. In case of difference in words and figures of the rates quoted, the rates offered in words shall be considered as binding. The tender must be signed by a person duly authorised to bind the tenderers to the Contract. Proof of authorization shall be furnished in the form of “**Power of Attorney**” which shall accompany the tender

### **1. ELEGIBILITY CONDITIONS: -**

No tender shall be considered valid if:-

- a. The production capacity of the firm per year is not declared. A documentary proof to this effect is to be submitted for previous financial year.
- b. The tender document has not been purchased by the tenderer from the office of Registrar, MPDD, Indira Gandhi National Open University, or not downloaded from the IGNOU’s Website or not accompanied by a DD for Rs. 500/- in favour of IGNOU.
- c. Not submitted in prescribed form and not accompanied with earnest money of Rs. 50,000/- (Rupees Fifty Thousands only) by Bank Draft in favour of **Indira Gandhi National Open University**, payable at New Delhi.
- d. The tender is conditional and inconsistent with the terms and conditions of the contract given with this document.
- e. Rates of products of more than one manufacturing mills/units are quoted.
- f. More than one rate is quoted for corrugated boxes.
- g. The tenderer submits more than one tender or authorizes the submission of more than one tender on its behalf by one or more authorized person(s)/Company(s).
- h. “Power of Attorney” in favour of a person duly authorized to sign the tender is not enclosed with the tender documents.
- i. Tender is received after the dead-line for submission of bid.
- j. Tender is not accompanied with five samples for which the tenderer quotes their rate duly **signed and stamped with address on each sample.**

## 2. **Bid Documents :**

The tenderer is expected to examine carefully all instructions, conditions, tender form, appendix to quotation form, performa agreement, specifications, annexures, schedules etc. in the Tender document. Failure to comply with the requirement of Tender submission will be at the tenderer's risk and Indira Gandhi National Open University shall not be liable to be responsible for any damages/claims arisen thereof. Tenders, which are not substantially responsive to the requirements of the tender document, will be rejected.

The manufacturing firm shall give an undertaking that they will adhere to the time schedule and are in possession of required infrastructural facilities to produce the quantum of goods asked by the University in the Tender document.

Before placing the order, the university reserves the right to inspect the manufacturing unit / factory to ensure its infrastructure, machines, quality assurance equipments and production capacity etc. After ensuring the same the Supply Order shall be placed.

## 3. **SUPPLY SCHEDULE**

Supply of the ordered quantity of Hessian Cloth-lined Corrugated boxes will be arranged as per the time-schedule to be prescribed by the University.

## 4. **Earnest Money:**

- a. Earnest money of the successful tenderer shall be adjusted against the security deposit.
- b. Earnest money of the unsuccessful tenderer(s) shall be refunded as early as possible.
- c. No interest shall be paid on the Earnest Money.
- d. Earnest money shall stand forfeited
- e. If the bid is withdrawn at any time before the validity period, or
- f. If the successful tenderer fails to execute the contract and / or does not deposit the security amount within the stipulated period.

## 5. **PACKING**

- i) The Corrugated Boxes should be supplied in bundles of 25 Nos. Variation in number of boxes per bundle shall not be permitted. In case of any occurrence of damage, theft, pilferage in transit, the responsibility shall be that of the supplier and replacement, wherever necessary, shall have to be made by the supplier at no extra cost.
- ii) Every package should contain details of the material packed with complete reference to IGNOU's order. Address of IGNOU must be super-scribed on both sides of the packages.

6. Supply of Corrugated Boxes **will be in one or more lots as per requirement of the University** and the supplies must commence within 30 days from the date of acceptance of the order and should be completed as per the schedule provided in the supply order. The



supplies should be made free of transportation charges at the stores of the University situated at Maidan Garhi, New Delhi-110068 or at any other place in Delhi / New Delhi and should be properly packed and stocked as per the directions of the Asstt. Registrar or any other officer authorized by Registrar, MPDD, IGNOU. The delivery schedule should be intimated in writing to the Registrar, MPDD, IGNOU. **The acceptance Date of goods shall be treated as the date of stock entries at the stores of MPDD.**

7. The supplies should conform to the quality / specifications of the Product agreed upon and is subject to inspection before acceptance of stores. If the product fails to conform to the given specifications, the University reserves the right to reject the total supplies and remove the goods at supplier's cost or to levy appropriate penalty on the supplier including recovery of payments made against the supplies. In case of defective supply, internal committee will be constituted and it will recommend the quantum of penalty to be imposed, if any.
8. Award of contract shall be within the sole discretion of University. The University is not bound to award the contract on the basis of bids received. It shall be open to the university not to accept any bid and to abandon the contract without disclosing any reasons. It is also not necessary that the lowest bid shall have to be accepted. The University reserves the right to reject or accept whole or any part of the quotation. The interest of the university shall be paramount. No bidder shall have any indefeasible rights to be awarded a contract even if his price is the lowest. The decision of the university on the Tender / contract is final and binding on the tenderer / contractor.
9. The University reserves its right to take any such actions as may deem proper against the contractor in case of failure on the part of the tenderer for fulfilling the contract apart from forfeiture of earnest money / security deposits.

#### **10. PAYMENT:**

- i. 90% payment will be made for the quantity of corrugated boxes delivered and formally accepted after physical inspection, within 30 working days after the supply is made subject to receipt of bills from the supplier duly supported by documents to prove the supply of the material as per specifications, in good condition and its acceptance. The payment of balance 10% will be made within 90 working days only after the receipt of Lab Test Report subject to the condition that Lab Test Report is/are in order.

#### **ii. Penalty Clause:**

- a) 1% penalty per week or part of a week, will be imposed if there is delay in the delivery.
  - b) Penalty (on bill amount) per layer will be imposed on the proportionate basis if there is deficiency in grammage of layers. The maximum penalty shall not be more than 10% of the total bill amount.
11. Acceptance of offer will be communicated in writing by Letter or by formal 'Acceptance of Tender' within ten days of the receipt of the Supply Order. In case, acceptance is communicated by telegram or Express Letter, formal 'Acceptance of Tender' will follow



in due course and in the mean while, the tenderer will act upon the instructions contained in the Telegram / Express Letter.

## **12. PERFORMANCE SECURITY**

- a) On acceptance of the Tender, the selected tenderer shall deposit an amount of 10% of the value contract within 30 days of acceptance of the Supply Order in the enclosed form of Bank Guarantee (copy of the Proforma enclosed as Annexure III).
- b) Performance Security should remain valid upto 90 days or till the receipt of Lab test Report, whichever is later.
- c) If the contractor fails or neglects to observe or perform any of his obligations under the Contract it shall be lawful for the Vice-Chancellor, Indira Gandhi National Open University to forfeit either in whole or in part, in his absolute discretion, the Performance Security furnished by the tenderer and to arrange to purchase the ordered quantity of the material at the risk and expense of the contractor. Save as aforesaid, if the tenderer duly performs and completes the contract in all respects to the satisfaction of the purchaser, the Performance Security shall be refunded to the tenderer after deducting all costs and other expenses that the University may have incurred and all dues and other moneys including all losses and damages for which the Indira Gandhi National Open University is entitled to recover from the Contractor, if any.
- d) The Performance Security can be forfeited by the order of the Vice-Chancellor, IGNOU, in the event of any breach or non-observance of any of the conditions of the Contract. On the expiry of the contract, such portion of the said security as may be considered by the Vice-Chancellor, IGNOU, sufficient to cover an incorrect or excess payment made on the bills of the supplier, shall be retained by him until the final audit report on the account of the bill had been received and examined.
- e) Any sum of money due and payable to the Contractor(s) including Performance Security refundable to him / them under this Contract may be appropriated by the IGNOU and set off against any claim of IGNOU in respect of any sum of money arising out of under any other Contract(s) made by the Contractors with the purchaser and for such purpose the purchaser shall be entitled to sell and / or realize such securities forming the whole or part of any such Performance Security in any manner whatsoever as the purchaser may think fit.
- f) The performance security shall be released by the University only three months after completion of the ordered supply or one year from the date of acceptance of the offer, whichever is later, after deducting any amount due on the Contractor.

## **13. INCOME TAX - PAN / TAN**

The successful tenderer will have to necessarily furnish a copy of the PAN/TAN issued by the Income Tax Department to the manufacturing Unit or tenderer along with the copy of the return filed during the last financial year.

13. The rates quoted and accepted shall remain firm valid and not subject to any change on whatever grounds for a period of one year from the date of acceptance of the Contract.
14. The quantities mentioned in the Tender are approximate and the requirement may vary. The IGNOU reserves the right to place orders as per its requirements from time to time on the same rates, terms and conditions during the currency of the contract.
15. The non-compliance of any tender clause/terms & conditions/refusal for any supply requirement etc. by the supplier during the year, the company/firm will be black-listed.

#### **14. Settlement of Disputes and Jurisdiction:**

The disputes, if any shall in the first stance be tried to be resolved by mutual discussions between the parties within the period of two months, failing which only the regular course of Delhi/New Delhi will have the exclusive jurisdiction to adjudicate upon the matter.

Registrar (MPDD)

**TECHNICAL BID COMPLIANCE FORM**

(To be submitted in envelope 'A' superscribed with words in CAPITAL letters  
"COVER A: TECHNICAL BID FOR SUPPLY OF CORRUGATED BOXES")

**Full name of the Firm:** .....

**Address of the tenderer:** .....

.....

.....

e-mail.....

Mobile no.....

Phone no.....

Fax no.....

b) Bid Security (Earnest money) accompanying the tender:

Details of DD/FDR/Banker's Cheque/Irrevocable Bank Guarantee

Rs. ....

Date: .....

Name of the Bank: .....

Drawn on: .....

1. I/we hereby offer to supply the **Hessian Cloth-lined Corrugated Boxes** as per quotation to this tender hereto portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this **offer open for a period of one year from the date of issue of supply order**. I/we shall be bound by a communication of acceptance issued by you.
2. I/we have understood the Instruction to Tenderers and Terms and Conditions of Contract in the form as given in the Annexure-II to the invitation to the tender and have thoroughly

examined the specifications quoted in the Schedule hereto and my/our offer is to supply the paper strictly in accordance with the specifications and requirements.

3. The following have been uploaded to and form part of this tender,
  - a. Scanned copy of PAN/TAN/TIN and details of Turnover of the last financial year.
  - b. Scanned copy of the Sales Tax/VAT Number.
  - c. Financial Bid has been uploaded in prescribed format.
  - d. Scanned copy of last audited balance sheet.
  - e. Scanned copy of duly filled in undertaking as per Annexure-VI
  - f. Scanned copy of annual production capacity.
  
4. If our bid is accepted, the firm shall submit the Bank Guarantee towards performance security for the sum equivalent to 10% of the order value of the supply order in the form prescribed by IGNOU in Annexure-V.
  
5. I/We do hereby undertake that until the formal supply order is placed on us, this bid together with the written acceptance thereof and placement of letter of intent awarding the supply order, shall constitute a binding contract between us.
  
6. I/We undertake that all the testimonials uploaded for the Tender are scanned from original documents only and are **properly readable**.
  
7. **I/We do hereby agree to all the Terms and Conditions mentioned in the Tender unconditionally and all the documents have been uploaded as mentioned in Tender document.**
  
8. **I/We do hereby undertake that the non-compliance of any technical bid requirement, my/our bid be rejected.**

Yours faithfully,

(Signature of Tenderer)

Name of Authorised Signatory

Address.....

.....

Dated.....

Seal of Firm

**COMMERCIAL BID**

(To be submitted in envelope 'B' superscribed with words in CAPITAL letters  
"COVER B: COMMERCIAL BID FOR SUPPLY OF CORRUGATED BOXES")

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**Subject: TENDER FOR THE SUPPLY OF HESSIAN CLOTH-LINED CORRUGATED BOXES**

**Type of the boxes: HESSIAN CLOTHLINED CORRUGATED BOXES**

**Specification and Quantity: As given in Annexure- I of the tender document.**

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<b><u>S. No.</u></b>	<b><u>Description of the item</u></b>	<b><u>Quantity</u></b>	<b><u>Rate per thousand (inclusive of all taxes)</u></b>
1.	Corrugated Card Board 5 ply with 2 ply of Virgin Kraft and 3 ply of semi Kraft paper. 120 GSM with Hessian Cloth Lining on outer layers on all sides of the Box.  Size (Inner) (L X W X H) :  40 X 30 X 21 Cms	57,500  (Fifty Seven Thousand and Five Hundred Only.)	Rs.

**Certified that**

- a) **SUPPLY SCHEDULE:** Supply of the ordered quantity of Hessian Cloth-lined Corrugated boxes will be arranged as per the time-schedule to be prescribed by the University.
- b) The above rates are inclusive of charges for delivering the stores at the premises of the IGNOU at Maidan Garhi, New Delhi / or a place specified by IGNOU at Delhi/New Delhi.

Signature of the Tenderer

Place : \_\_\_\_\_

Date : \_\_\_\_\_

Name of the Tenderer : \_\_\_\_\_

Address : \_\_\_\_\_  
\_\_\_\_\_

(With Rubber stamp of the Tenderer)

**BANK GUARANTEE PROFORMA**

In consideration for the Vice-Chancellor, Indira Gandhi National Open University (hereinafter called “the IGNOU) having agreed to exempt.....(hereinafter called “the said Contractor(s)” from the demand, under the terms and conditions of an Agreement dated..... made between .....and ..... of Performance Security for the due fulfillment of the said contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs..... (Rupees..... (indicated the name of the bank )

Bank”) at the request of ..... contractor(s) do hereby undertake to pay to the IGNOU an amount not exceeding Rs..... against any loss or damage caused to or suffered would be caused to or suffered by the IGNOU by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said Agreement,

- i. We ..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely or a demand from the IGNOU stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the IGNOU by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)’s failure to perform the said Agreement. 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.....
- ii. We undertake to pay the IGNOU any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto 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 thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
- iii. We, .....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 IGNOU under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till ..... that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the ..... guarantee thereafter.
- iv. We, .....further agree with the IGNOU that the IGNOU shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IGNOU against the said contractor(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 contractor(s) or for any forbearance, act or omission of the part of the IGNOU or any indulgence by the IGNOU to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

- v. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs..... and shall remain in force until..... Unless a claim or suit under this guarantee is filed with us on before ..... ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and Bank shall be relieved and discharged from all liabilities therein.
- vi. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).
- vii. We,.....lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the IGNOU in writing.`

Dated the .....date of .....2016/2017

For .....

(Indicate the name of Bank)

Signature.....

Name of the Officer.....

(in Block

Capitals)

Designation of .....

Code No.....

Name of the Bank & Branch.....



**On the letter-head of the manufacturing firm****UNDERTAKING**

We, \_\_\_\_\_ (name of the firm) hereby undertake to adhere to the time schedule of delivery of the goods within the specified time and are in possession of required infrastructural facilities, machines, quality assurance equipment and production capacity to produce the quantum of goods required by IGNOU in the tender.

Authorized Signatory  
(With Rubber stamp)

Place : \_\_\_\_\_

Date : \_\_\_\_\_