



Indira Gandhi National Open University
Maidan Garhi, New Delhi-110 068
Central Purchase Unit

F. No: IG/CPU/Markeen Cloth/Tender/2014-15
Date: 26/09/2014

Invitation to Tenderer

To

Sub: Empanelment of Firm(s) for supply of “Markeen Cloth” of 160 cms. Width.

Sir,

Indira Gandhi National Open University (IGNOU) invites sealed limited quotations for empanelment of firm(s) for supply of “Markeen Cloth” of 160 cms. Width for a period of one year. The estimated procurement during the year is likely to be around Rs. 06 Lakhs. Enclosed are the details as below:

- Annexure – I : Instructions for Tenderers & general conditions of contract.**
Annexure – II : Technical Bid, Specification/Schedule of requirements
Annexure – III : Financial Bid
Annexure – IV : Affidavit – (To be submitted on non judicial stamp paper of Rs.50 duly certified by notary public along with Technical Bid)
Annexure – V : Bank Guarantee proforma
Annexure – VI : Check List

It may be noted that Annexure – I, “Instructions to Contractor and General conditions of the contract” is to be returned to us in token of acceptance of the terms and conditions of the contract, by signing each and every page of the document, without which the tender will not be considered. The tender document is also available on IGNOU website (www.ignou.ac.in), which can be downloaded.

(Dr. Govind Singh Bisht)
Asstt. Registrar (CPU)

(Signature & Seal of the Tenderer)



INDIRA GANDHI NATIONAL OPEN UNIVERSITY

TENDER DOCUMENT

For

**Empanelment of firm(s) for supply of “Markeen Cloth” of
160 cms. Width**

Last Date & Time for submission of Tender: 17/10/2014 up to 2.30 p.m.

Date & Time for Opening of Tender: 17/10/2014 at 3.00 p.m.

Registrar (Admn.)

(Signature & Seal of the Tenderer)

INSTRUCTIONS TO TENDERERS AND GENERAL CONDITIONS OF THE CONTRACT

1. **General Information**

- 1.1 On behalf of the Indira Gandhi National Open University, the Registrar (Admn.) invites sealed limited tenders from established and reliable manufacturers, major suppliers/authorized agents for Empanelment of firm(s) for supply of “Markeen Cloth” as per the Specification/Schedule of Requirements (Annexure-I) of the Tender Document. The tender should be submitted with all relevant catalogue/literature/leaflets, if any.
- 1.2 The tender document is also available on IGNOU website (www.ignou.ac.in), which can be downloaded
- 1.3 Prices are to be quoted separately in the Financial Bid. (Annexure –III).
- 1.4 All offers should be submitted before the time and date fixed for the receipt of offers as set forth in the tender documents. Offers received after the stipulated time and date will be summarily rejected. The Contractor must ensure that the conditions laid down for submissions of offers are correctly and completely adhered to. Tenders found deficient in any respect shall be summarily rejected. Similarly, conditional offers/offers with terms and conditions inconsistent with those contained in this document shall be rejected.
- 1.5 In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding power of attorney; in case the firm is registered, a copy of the certificate issued by the Registrar of firms be furnished. In the event of the Tender being submitted by a Company, it must be signed by a person who is authorized under the Articles of Association of the Companies to do so or by a person holding a duly authorized power of attorney supported by Board Resolution of the Company.
- 1.6 The IGNOU reserves the right to accept or reject any tender without assigning any reasons thereof.
- 1.7 The University reserves in itself the right to increase or decrease the quantity to be procured.

2. **Submission of Tender:**

- 2.1 The tender complete in all respects should be addressed to the Registrar (Admn.), IGNOU, so as to reach on or before the last date of submission on 17/10/2014 up to 2.30 p.m. in Central Purchase Unit (Admn.), Room No. 17, Block No. 4, Maidan Garhi, New Delhi – 110068. The technical bid will be opened on the same day at 3.00 p.m. Financial bids of the suppliers who are qualified in the technical bid will be opened at a later date.

(Signature & Seal of the Tenderer)

3. **Submission of Offer**

- 3.1 The tender in the prescribed format must be under sealed cover. This is a two-bid system. The first cover should be super scribed “Technical Bid for Empanelment of firm for supply of Markeen Cloth”, enclosing a sample of 2 mtr. length along with the EMD.
- 3.2 The second cover should be super scribed “Financial Bid for Empanelment of firm for supply of “Markeen Cloth”. Both these envelopes, after being sealed, shall be put into a third envelope, which should be properly sealed before it is sent/ submitted. This envelope shall be super scribed “Empanelment of firm for supply of “Markeen Cloth” and sent to the Asst. Registrar (CPU) at Room No. 17, Block-4, IGNOU, Maidan Garhi, New Delhi 110 068 by the due date and time.
- 3.3 Envelope No. (1) shall contain all the Technical details etc. The Earnest Money Deposit and an affidavit on Rs. 50/- non-judicial stamp paper duly notarized by a Notary Public as per enclosed Performa shall also be kept in this envelope. Those who do not qualify the pre-qualification conditions shall be summarily rejected and their Financial Bids shall not be opened.
- 3.4 In the financial bid, the prices and other information like discounts and/ or any terms having a bearing on the price shall be written both in words and figures. If there is a discrepancy between the price/ information quoted in words and figures, the price/ information quoted in words shall prevail.
- 3.5 The “Technical bid” shall be opened in the first instance in the presence of Contractors or their authorized representatives. Only one authorized representative per Contractor will be permitted to be present at the time of opening of the tender.
- 3.6 The Excise Duty, Sales Tax, VAT etc., as applicable should be included in the price, failing which the IGNOU shall have no liability to pay these charges and the liability shall be that of the Contractor.
- 3.7 Each page of the offer shall be numbered and will bear the signature of the Contractor at the bottom with stamp. All offers shall be either typewritten or written neatly in indelible ink. Any correction should be properly authenticated.
- 3.8 The items, if not according to the specification and are thus not accepted by user shall be lifted by the supplier at his own cost.
- 3.9 In case the tender submitted by the Contractor is accepted by the IGNOU and the contract is awarded to the Contractor , then the Contractor shall with the fifteen (15) days of acceptance of his tender execute an agreement with the IGNOU on Rs.100/- stamp paper incorporating all the terms and condition under which the IGNOU accepts his tender.
- 3.10 Further to the above, the Contractor shall submit an affidavit in the enclosed format on a Rs.50/- non-judicial stamp paper duly notarized along with the technical bid.

(Signature & Seal of the Tenderer)

4. **Background Information**

- 4.1 The Contractor shall provide the names of the customers to whom similar items were supplied in the past two years (copies of the Purchase Order to be enclosed), along with the supporting documents, if required, while submitting the technical bid.
- 4.2 In case, the Contractor feels necessary to provide any additional information, they may give on a separate sheet and enclose it with Technical Bid.

5. **Compliance with the technical specifications:**

- 5.1 Deviations from the specification, if any, shall be clearly indicated along with explanations.
- 5.2 IGNOU may accept such specifications that ensure same or higher quality than the prescribed one. However, the decision of the IGNOU in this regard shall be final.

6. **Earnest Money Deposit:**

- 6.1 The Earnest Money Deposit of Rs.30,000/- (Rupees Thirty Thousand only) will have to be furnished by all Contractors. The Earnest Money Deposit can be submitted by way of Banker's Cheque/ FDR/ Demand Draft from any Public Sector/ Scheduled Bank drawn in favor of 'IGNOU' payable at New Delhi or in the form of FDR/ Bank Guarantee (as per the Annexure –V) from any Scheduled Bank. The FDR/ Bank Guarantee shall remain valid for a period of 120 days from the date of opening of the tender.
- 6.2 The EMD will be refunded to the unsuccessful bidder(s) only after finalization of the tender. However, in case of successful bidder it will be refunded only after receipt of the Performance Security. Any tender not accompanied by EMD shall be summarily rejected.
- 6.3 No Interest shall be paid by the IGNOU on the EMD for the above said period.
- 6.4 The EMD deposited is liable to be forfeited if the Contractor change the terms & conditions or prices or withdraws his quotation subsequent to the date of opening or fails to accept the order when placed or fails to commence supplies after accepting the order.
- 6.5 If the successful tenderer (Contractor) fails to furnish a Performance / Security deposit, on terms and conditions laid down by the IGNOU, then the Earnest Money shall be forfeited by IGNOU.

7. **Local Conditions:**

- 7.1 It will be imperative on each Contractor to fully acquaint him with the entire local conditions and factors, which would have an effect on the performance of the contract and cost. The IGNOU shall not entertain any request for clarifications from the Contractor regarding local conditions. No request for the enhancement in price or extension of time schedule of delivery /installation shall be entertained after IGNOU has accepted the offer.

(Signature & Seal of the Tenderer)

8. **Evaluation of Offer:**

- 8.1 If the IGNOU considers necessary, it may ask revised financial bids from the short listed Contractors which should be submitted within two days of intimation to this effect in sealed envelopes on specified dates and time. The revised bids shall not be for amounts more than one quoted earlier for an item, unless the specification is higher configuration than the earlier ones by the respective Contractors. Any Contractors quoting higher rates for the same items quoted earlier in their revised financial bids shall be disqualified for further consideration and EMD submitted may be forfeited.
- 8.2 The Financial Bid of only the technically short listed Contractors shall be opened in the presence of their representative, if they like to be present on a specified date and time, which will be communicated to the short listed Contractors.
- 8.3 The IGNOU reserves the right to select the Contractor on the basis of best possible bids received. The decision of the Tender Evaluation Committee in this regard shall be final and representation of any kind shall not be entertained on the above. Any attempt by any Contractor to bring pressure of any kind may disqualify the Contractor for the present tender and the Contractor may be liable to be debarred from bidding for IGNOU tenders in future for a maximum period of three years.
- 8.4 Preference will be given to those tenders offering supplies from ready stocks and on the basis of delivery at site. IGNOU can provide Custom Duty Exemption/ Excise Duty Exemption Certificate issued by “Department of Scientific & Industrial Research” if the item is eligible for Import/ Excise duty exemption.
- 8.5 All available technical literature, catalogues and other data in support of the specification and details of the items should be furnished along with the offer.

9. **Acceptance of Tender:**

- 9.1 IGNOU may accept the tender, or reject any tender without disclosing any reason thereof and may or may not accept the lowest/ any tender.

10. **Effect and Validity of Offer:**

- 10.1 The offer shall be kept valid for acceptance for a period of 90 days from the date of opening of the Financial Bid. The contract shall be initially valid for a period of one year from the date of award of the contract, which can be extended up to 3 years after the expiry of one year on mutually agreed terms.
- 10.2 All the terms and conditions for the payment terms, penalty etc. shall be as those mentioned herein and no change in the terms and conditions will be acceptable. Alterations, if any, in the tender bid shall be attested properly by putting their signatures and seal by the Contractor, failing which the tender is liable to be rejected.

(Signature & Seal of the Tenderer)

11 Security Deposit/ Performance Security:

- 11.1 The successful Contractor(s) shall within 15 days of receipt of our award of contract, submit a Security Deposit @ 10% of the estimated annual value of supply in the form of DD/FDR/Banker's Cheque /irrevocable Bank Guarantee, drawn in favor of "IGNOU", New Delhi, for satisfactory completion of the order. The Performance Security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the contractor including warranty obligation.
- 11.2 Failure to furnish Security Deposit shall be treated as breach of contract and entail cancellation of the contract, forfeiture of EMD. The University shall further be entitled to make other arrangements for re-purchase of the stores contracted for at the risk and expenses of the Contractor and/or to recover from the Contractor the damages arising from such cancellation.
- 11.3 If the successful Contractor / contractor, upon receipt of the Purchase Order, is not able to supply and install the ordered item completely within the specified period to the complete satisfaction of the IGNOU, the IGNOU reserves the right to invoke the relevant clause of the tender and forfeit the Performance Security.

12. Delivery Period:

- 12.1 The successful tenderer/contractor will supply the complete material within a maximum period of **10 days** from the date of receipt of Purchase Order.

13. Terms of Payment:

- 13.1 100% payment shall be made on satisfactory receipt/ acceptance/ performance report and after submission of all required documents. At no part of the contract price shall become due or payable until the Contractor has delivered the items to the complete satisfaction of IGNOU. Payment shall be made subject to recoveries, if any.
- 13.2 The IGNOU will pass contractor's bill for payment only after the stores have been received, inspected and accepted by the IGNOU as per specifications/ samples and if required on the basis of test reports submitted. Normally payment will be made for the accepted stores within 60 working days from the day of receipt of the materials, though it shall not be binding on IGNOU in unforeseen circumstances.
- 13.3 The contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air, to with stand transit hazards and ensure safe arrival at the destination. The packing and marking of packages shall be done by and at the expense of the supplier. The IGNOU will not pay separately for transit insurance, all risks in transit being exclusively of the supplier.
- 13.4 The contractor is responsible for obtaining a clear receipt from the transport authorities specifying the goods dispatched. The consignment should be dispatched with clear Railway Receipt/ Lorry Receipt/ Consignment Note. If sent by any other mode, it will be at the risk of the contractor. The IGNOU will take no responsibility for short deliveries or wrong supply of goods when the same are booked on "said to contain" basis. IGNOU shall pay for only such stores as are actually received by them in accordance with the contract.

(Signature & Seal of the Tenderer)

- 13.5 Wherever required, Test Certificate should be sent along with the dispatch of documents.
14. **Acceptance of Stores**
- 14.1 The Store shall be tendered by the contractor for inspection, at such places as may be required by the IGNOU at the contractor's own risk, expenses and cost.
- 14.2 It is expressly agreed that the acceptance of stores contracted for is subject to final approval by the IGNOU whose decision shall be final.
- 14.3 If, in the opinion of the IGNOU, all or any of the stores that do not meet the performance or quality or requirements specified in the purchase order, same will be not accepted.
- 14.4 If the whole or any part of the stores supplied is rejected, the IGNOU shall be at liberty, with or without notice to the supplier to purchase in open market at the expenses of the contractor, store meeting the necessary performance and quality contracted for in place of those rejected.
15. **Rejected Stores**
- 15.1 Rejected stores will remain at the contractor's risk and responsibility. If instruction for their disposal are not received from the contractor within a period of fourteen days from the date of receipt of the intimation of rejection, the IGNOU or their representatives has, at his discretion, the right to scrap or sell or consign the rejected store to supplier's addresses at the supplier's entire risk and expenses freight being payable by the supplier at actual.
16. **Penalty for Delay in supply:**
- 16.1 If the goods are not supplied within the stipulated time and date the contractor shall be liable for payment of liquidated damages at the rate of 0.5 % per week of the delayed goods or part thereof subject to maximum of 10% of the contract value of delayed supplies or as may be deemed fit by Competent Authority. Thereafter the IGNOU holds the option for empanelment of firms for supply of "Markeen Cloth" from other Contractors and invoking Clause 11.3 for forfeiting the Performance Security of the contractor to recover the difference in cost.
- 16.2 The decision of the authority placing the order in this regard will be final. In case the contractor does not feel satisfied with the decision, he will be at liberty to approach Vice-Chancellor, IGNOU. Decision of Vice Chancellor in this regard will be binding and no appeal will lie against his decision.
17. **Dispute Resolution and jurisdiction:**
- 17.1 In case of any dispute, the same shall be resolved by mutual discussions between the parties within a period of 30 days failing which, only regular courts at Delhi/ New Delhi will have jurisdiction to adjudicate upon the matter.

(Signature & Seal of the Tenderer)

18. **Guarantee & Replacement:**

The contractor shall ensure and guarantee that:

- 18.1 The stores supplied shall comply fully with the specifications laid down for material workmanship and performance.
- 18.2 After acceptance of the stores, if any defects discovered therein or any defects therein found to have developed under proper use, arising from faulty stores, design or workmanship, the contractor shall remedy such defects at his own cost within 07 days of intimation of defect from IGNOU failing which penalty under 16.1 & 11.3 may be invoked as per University's discretion.
- 18.3 If in the opinion of the IGNOU, it becomes necessary to replace or renew any defective stores, such replacement or renewal shall be made by the contractor to the IGNOU free of costs within 07 days of intimation of defect from IGNOU failing which penalty under 16.1 & 11.3 may be invoked as per University's discretion.
- 18.4 Should the contractor fail to rectify the defect, the IGNOU shall have the right to reject or repair or replace at the cost of the contractor, the whole or any portion of the defective stores.
- 18.5 The decision of the IGNOU notwithstanding any prior approval or acceptance of inspection thereof on behalf of the IGNOU, as to whether or not the stores supplied by the contractor are defective or any defect has developed within the said period of 12 months or as to whether the nature of the defective requires renewal or replacement, shall be final, conclusive and binding on the contractor.
- 18.6 Except as otherwise provided in the invitation to the tender, the contractor hereby declares that the goods stores, articles sold supplied to the IGNOU under this purchase order shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained / mentioned in the purchase order.

(Signature & Seal of the Tenderer)

Technical Bid

Specifications /Schedule of Requirements for Markeen Cloth

Sl. No.	Items & Specifications	Estimated Requirement
1.	<u>Markeen Cloth of 160 cms. Width</u>	15000 Meters (Appx.)

Note: The following should be enclosed/ mentioned in the technical bid, failing which the Tender Document will be rejected.

- a. Sample of the Markeen Cloth (at least 2 mtrs. long).
- b. The requisite Earnest Money Deposit of Rs. 30,000/- in favor of IGNOU, New Delhi, by way of DD/ FDR/ Banker's Cheque/ Bank Guarantee.
- c. The details of TIN/PAN/Sales Tax Registration No. etc.
- d. Minimum delivery period _____ days (Maximum period 10 days from the date of receipt of Purchase Order)
- e. Validity of offer_____
- f. Affidavit on Rs. 50/- non-judicial stamp paper duly certified by a notary public.

(Signature & Seal of the Tenderer)

Financial Bid

For Markeen Cloth

Sl. No.	Items & Specification	Estimated Requirement	Rates (Unit Price)
1.	<u>Markeen Cloth of 160 cms. Width</u>	15000 Meters (Appx.)	

Note:

Certified that the rates quoted above are:

- a. Inclusive of Taxes/VAT/Service Charge
- b. Inclusive of the Transportation Cost at the required site.

(Please indicate break-up of taxes/service charges)

Validity of offer:

(Signature & Seal of the Tenderer)

AFFIDAVIT

(To be submitted on non-judicial stamp paper of Rs. 50/- duly certified by notary public)

I,.....S/o Sh....., aged
.....years, R/o....., do hereby solemnly affirm and
declare as under:-

1. That I am the Proprietor / authorized signatory of M/s
..... having Head Office /Registered Office
at.....
2. That the information / documents / Experience certificates submitted by
M/s..... along with this tender for “ (Please specify the
Name of Work”) in IGNOU are genuine and true and nothing has been concealed.
3. I shall have no objection in case IGNOU verifies them from issuing authority (ies), I
shall also have no objection in providing the original copy of the document(s), in case
IGNOU demands it for verification.
4. I hereby confirm that in case, any document, information &/or certificate submitted
by me is found to be incorrect/false/fabricated, IGNOU at its discretion may
disqualify / reject my application for this tender out rightly and also debar me /
M/s..... from participating in any future tenders.
5. I hereby confirm that there is no vigilance/CBI case pending against the firm/ supplier
and the firm has not been blacklisted in the past in any institution of the country.

DEPONENT

I,, the proprietor/authorized signatory of
M/s,do hereby confirm that the contents of
the above. Affidavits are true to my knowledge and nothing has been concealed there from
and that no part of it is false.

Verified atthis.....day

Of.....

DEPONENT

BANK GUARANTEE PROFORMA

1. 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 EMD/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) 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.
2. 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) 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.....
3. We undertake to pay the IGNOU any money so demanded not withstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating there to 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.
4. 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.

(Signature & Seal of the Tenderer)

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

6. Notwithstanding any thing contained herein above our liability under the guarantee is restricted to Rs. And shall remain in force until Unless acclaim or suit under this guarantee is filled with us on before..... ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and Bank shall be relieved and discharged from all liabilities therein.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).

8. Welastly undertake not to revoke this Guarantee during its currency except with the previous consent of the IGNOU in writing.

Dated the day of2011

For

(Indicate the name of bank)

Signature

Name of the Officer

(in block capitals)

Designation of

Code no.

Name of the Bank & Branch.....

[To be counter signed by the branch bank)

(Signature & Seal of the Tenderer)

CHECK – LIST

1. Please ensure that you have submitted the Earnest Money as per the schedule and enclosed the same in envelope (1) of the tender.
2. Please ensure that you have enclosed the affidavit on Rs. 50/- non-judicial stamp paper duly notarized.
3. Please check whether you have studied the detailed terms and conditions regarding the submission of Performance Security.
4. Please ensure that the tender and tender documents have been signed on every page by the appropriate authority.
5. Please check that you have super scribed all the envelopes as per terms and conditions of tender indicating the correct address of the addressee.
6. Please ensure if you have furnished all the requisite details asked for in the technical and financial bids clearly.
7. Please check that your tender is valid for the period as asked for.
8. Please check that you have furnished statement of deviation, if any.
9. Please check the delivery period and indicate correctly and precisely.
10. Please check the eligibility criteria for the Tender.
11. Please ensure if you have submitted/ enclosed the sample along with the technical bid, in case the same has been asked for.

(Signature & Seal of the Tenderer)

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