

Tender No. IG/CPU/Photocopier Machine/2015-16



INDIRA GANDHI NATIONAL OPEN UNIVERSITY

Tender document
for
Empanelment of firm for the Photocopier Machine on Rental Basis 2015-16
(Estimated Cost : Rs. 16 Lacs Approx.)

Last Date & Time for submission of Tender: 17.11.2015 at 2.30 PM
Date & Time for opening of Tender: 17.11.2015 at 3.00 PM

Registrar (Administration)
(Central Purchase Unit)
Indira Gandhi National Open University
Maidan Garhi, New Delhi – 110068

Website : www.ignou.ac.in

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INDIRA GANDHI NATIONAL OPEN UNIVERSITY
Maidan Garhi New Delhi – 110 068
CENTRAL PURCHASE UNIT

Tender No. No. IG/CPU/Tender/Photocopier Machine/Rental/2015-16
Date: 28.10.2015

Subject:-Tender for empanelment of firm for the Photocopier Machine on Rental Basis 2015-16.

The University wishes to empanel the firm for the Photocopier Machine on Rental Basis 2015-16. Therefore, the sealed quotation from the reputed firm dealing in specific area are invited to quote their most competitive and reasonable rates in respect of following items for a period of one year.

1. It may be noted that “Instructions to Tenderers 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.G. S. Bisht)
Assistant Registrar(CPU)

Terms and Conditions

1. General Criteria :

- a) **The Tender Submitted without the Earnest Money Deposit (EMD) will summarily be rejected.**
- b) **The bidder has to bid for Photocopier Machine On Rental Basis. No part quoting will be accepted. In this regard an undertaking in token of personal visit and other conditions is also required to be furnished alongwith other requirement on an affidavit of Rupees 50/- essentially as per the format at Annexure-I.**
- c) Bids submitted in a casual manner and without the relevant supporting documents may summarily be rejected.
- d) The Tenderer(s) are requested to go through the instructions, terms and conditions and nature of works/items given in the tender document. Failure to furnish all required information duly indexed and page numbered will be at the tenderer's risk and may result in the rejection of the tender.
- e) The University, may at its discretion, extend the deadline for submission of tender.
- f) The University reserves the right to terminate the contract at any time without assigning any reason by giving one month's notice to the contractor/ firm.
- g) The University reserves the right to extend the period of contract for further period of one – two years at its discretion in the interest of the University on mutually agreed terms in writing.
- h) In case of any dispute regarding **Photocopier Machine On Rental Basis**, the decision of the University shall be final and binding upon the firm.
- i) The Contractor/firm shall be responsible for behavior and conduct of its workers. No worker with doubtful integrity or having a bad record shall be engaged by the contractor/firm.
- j) The University reserves the right to have a panel made out of the tenders submitted and in case the agency selected fails to do the job successfully or leaves the job in middle of the contract period, or decline to accept the award due to some reason, the next agency will be offered the job. However, the validity of the panel will be for the period of the award of contract to the first panelist and in case the second in the panel is offered the job the time-span for this will be the remaining period of the first awardee of the contract. In case the successful bidder decline to accept the award letter or to provide the services the EMD submitted by him shall be forfeited and the firm may also be black listed at the sole discretion of the IGNOU.
- k) The IGNOU reserves the right to accept or reject any tender without assigning any reasons thereof.
- l) Any act on the part of the tenderer to influence anybody in the University related to this Tender is liable for rejection of his tender.
- m) Initially the University need 48 approx photocopier machine on rental basis in gradual manner.
- n) The University reserves in itself the right to increase or decrease the quantity of Photocopier Machine on Rental Basis.
- o) The Tender form must be clearly filled in ink legible or typed. The tenderer should quote the rates and amount tendered by him/them in the figures and as well as in words. In case, there is a difference of amount of words and in figures, amount mentioned in words shall be treated correct and final. Alterations unless legibly attested by the Tenderer shall be disqualified and rejected. Tender document, must be duly signed by the Tenderer himself, or his authorized signatory.

p) 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.

q) 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 tenderer 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.

2. Eligibility Criteria:

- a) The vendors should quote their rates for Photocopier Machine on Rental Basis in **Financial bid** otherwise their tender shall be cancelled.
- b) The tenderer should be registered with relevant authorities viz. Income tax/ service tax authority etc. (Attested copies of Registrations to be enclosed).
- c) The firm should furnish a Certificate of Annual Turnover for a period of minimum last three financial years.
- d) The tender submitted without the, EMD and other requisite relevant documents will summarily be rejected.
- e) Any alteration or changes in rates in tender document shall be considered as invalid and liable to be rejected. Conditional tenders are liable to be summarily rejected.

3. Compliance with the technical specification

The specification of the item/goods offered shall be in accordance with the stipulated technical specifications as provided above. However, higher version/deviations from the specification, if any, shall be clearly indicated along with explanations; firms which are joint venture/ consortium must submit an Agreement and authorization. The University reserves the right to select the firm which is/ are found to be competent to supply all the goods or maximum items. All the supporting documents must be signed & sealed by the Tenderer. Non-compliance may lead to cancellation of the bid. **(Format for submission of Technical bid enclosed Annexure - II).**

4. Earnest Money Deposit

- a) The Earnest Money Deposit of **Rs.32,000/- (Rupees Thirty Two Thousand only)** will have to be furnished by all tenderers. 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 90 days from the date of opening of the tender.
- b) 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.
- c) No Interest shall be paid by the IGNOU on the EMD for the above said period.
- d) The EMD deposited is liable to be forfeited if the tenderer /Bidder 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.
- e) 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.

(Format of Submission of EMD Annexure – IV)

5. Performance Security Deposit

- a) The successful Contractor(s) shall within 15 days of receipt of our award of contract, submit a Security Deposit @ 10% of the value of contract 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.
- b) 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 Photocopier Machine on Rental Basis contracted for at the risk and expenses of the Contractor and/or to recover from the Contractor the damages arising from such cancellation.
- c) If the successful Contractor / contractor, upon receipt of the Award Letter, 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 and blacklist the firm for future.
- d) No interest shall be paid by IGNOU on the Performance Security.

6. Submission of Offer

- a) The tender in the prescribed format must be under sealed cover. This is a two-bid system. The first cover should be superscribed "**Technical Bid for empanelment of firm for the Photocopier Machine on Rental Basis 2015-16**". The second cover should be superscribed "**Financial Bid for empanelment of firm for the Photocopier Machine on Rental Basis 2015-16**". 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 superscribed "**Tender for empanelment of firm for the Photocopier Machine on Rental Basis 2015-16**" and sent to the Central Purchase Unit at Room No. 17, Block-04, IGNOU, Maidan Garhi, New Delhi 110 068.
- b) The First Envelope shall contain all the technical details viz manufacturer / supply, capability, experience, number of qualified service engineers, service centers with technical resources available for the support services, ITCC, STC and other information. The Tender Fee (if applicable), 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.
- c) The "Financial Bid" must be submitted in the prescribed format (Annexure III). 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.
- d) 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.
- e) 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. The Financial Bid of only the technically shortlisted tenderers 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 tenderers.
- f) 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.

g) The items, if not according to the specification and are thus not accepted by IGNOU shall be lifted by the contractor at his own cost.

h) 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 within 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.

i) 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.

7. Submission of Tender:

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 **17.11.2015** up to **2.30 PM** in Room No. 17, Block No. 04, IGNOU, Maidan Garhi, New Delhi – 110068. The technical bid will be opened on the **17.11.2015** at **3.00 PM**. Financial bids of the tenderers who are qualified in the technical bid will be opened at a later date.

8. Evaluation

a) The Tenders will be evaluated on the basis of techno-commercial parameters. If considered necessary, the Committee may decide to visit and inspect manufacturing and testing facilities, other related sites, as it may find worth in order to gather further information leading to evaluation of bids. Tenderer will be bound to provide all necessary information as desired by the Committee at such sites. The short-listed tenderer(s) may be, if required, called for detailed discussions at a specified date, time and venue including demonstration of their products, if need be. The Committee may consider overall lowest bidder for the benefit of IGNOU.

b) If IGNOU considers necessary, it may ask for revised financial bids from the shortlisted tenderers which should be submitted within three days of intimation to this effect in sealed envelopes on specified date and time. The revised bids shall not be for amounts more than one quoted earlier for an item, unless the specification is of higher configuration than the earlier ones, by the respective tenderer. Any tenderer quoting higher rates for the same item with same configuration quoted earlier in their revised financial bid shall be disqualified for further consideration and EMD submitted may be forfeited.

c) The IGNOU reserves the right to select the tenderer on the basis of best possible bids received. The decision of IGNOU arrived at as above shall be final and representation of any kind shall not be entertained on the above. Any attempt by any tenderer to bring pressure of any kind shall disqualify the tenderer for the present tender and the tenderer may be liable to be debarred from bidding for IGNOU tenders in future for a period of three years and EMD submitted may be forfeited.

d) The IGNOU reserves the right to award the contract to any of the bidders irrespective of not being lowest and in this respect, the decision of the University shall be final.

e) The IGNOU reserves the right to reject the Tender in respect of firm(s) which at any stage found to be no sound track record in any organization in supplying the goods in time and timely execution of work or found faulty due to breach of Contract etc.

9. Effect and Validity of Offer

a) 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 for a further period of one to Two years beyond the expiry of one year on mutually agreed terms.

b) Order shall be placed as per IGNOU's requirements by the authorized Officer. The successful tenderer will supply within the prescribed period from the date of placing the Purchase Order.

- c) 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.
- d) The Registration number of the firm along with CST number allotted by the Sales Tax authorities shall invariably be given in the tender. Excise clearance for Custom duty if any for relevant year may be submitted.
- e) During the validity of the contract including the extended period, if any, if the tenderer sells any system or sub-system of the same or equivalent configuration to any other Department/Organization in India at a price lower than the price fixed for the IGNOU, the tenderer shall automatically pass on the benefits to the IGNOU.
- f) In case the IGNOU finds that the market rates have come down from the time when rates were finalized in the rate contract/order or there is a need for selection of new system configuration based on market trends, the IGNOU, may ask the technically shortlisted tenderers to re-quote the prices and the tenderer shall be selected on the basis of procedure given earlier. The time difference between such re-quoted shall be minimum three months except in case of the Union Government budget.
- g) IGNOU reserves the right to place the order on the successful tenderer for additional quantity up to 25 percent of the quantity specified in the tender at the final approved rates. The Tenderer is bound to accept the orders for additional quantity during the period upto 12 months from the date of purchase order to the supplier/contractor at the approved rates or prevailing market rate whichever is less.
- h) **Rental Charges:** The Yearly charges of photocopy / print which shall be payable on monthly basis .
- i) Charges will be computed from the actual date of receipt and Installation of the photocopier machine at the location provided by the IGNOU.

10. Delivery

The Contractor/ Tenderer shall supply/ install the store in accordance with the terms and conditions of the Contract at the time/ place and in the manner specified in the contract. However, the contractor/ supplier/ firm is required to deliver the goods within 10 Working days positively from the date of issue Purchase/ Supply Order. Any delay in the supply, installation and commissioning except in case of justified reasons duly approved by IGNOU within the time fixed or in the event of repudiation of the contract, the (IGNOU) IGNOU reserves the right to recover damage for Breach of Contract as indicated below:

- i.a) To recover from the contractor liquidated damages including administration expenses a sum equivalent to 0.5% of the price of stores which the contractor has failed to deliver within the period fixed for delivery/commissioning for each week or part thereof during which delivery is in arrears subject to an overall ceiling of 10% of the total contract price.

11. Payment Terms

100% payment shall be made within 30 days of submission of bills duly supported by the consignees receipt with satisfactory performance report and as governed by the following:

- a) No part of the contract shall become due or payable until the tenderer has delivered, installed and commissioned the items to the complete satisfactory of IGNOU. Payment shall be made subject to recoveries, if any.
- b) A pre-receipted bill shall be submitted in duplicate in the name of IGNOU. It shall be done soon after the delivery, installation and commissioning of the items alongwith a copy of the duly receipted delivery challan of the consignee certifying satisfactory commissioning

12. Guarantee & Replacement

The contractor shall ensure and guarantee that:

- a.a) The items supplied shall comply fully with the specifications laid down for material workmanship and performance.
- a.b) After acceptance of the items, if any defects discovered therein or any defects therein found to have developed under proper use, arising from faulty items, design or workmanship, the contractor shall remedy such defects at his own cost within 07 days/hours of intimation of defect from IGNOU failing which penalty under Clause-13 may be invoked as per University's discretion.

a.c) If in the opinion of the IGNOU, it becomes necessary to replace or renew any defective item, 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 Clause-13 may be invoked as per University's discretion.

a.d) 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 items.

a.e) 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 items 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 defect requires renewal or replacement, shall be final, conclusive and binding on the contractor.

a.f) Except as otherwise provided in the invitation for the tender, the contractor hereby declares that the goods/ stores/ items/ 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.

13. **Penalty for Delay in attending Fault Reports .**

a) In case of any down time beyond two days and upto Five Days, per machine ,a penalty will be levied @ 1 % of the Monthly contract value per Machine per Day ; six to seven days@ 2% and beyond seven days 5%. If the fault was not rectified for two weeks the IGNOU holds the option for hiring Photocopier Machine on Rental Basis from other Vendor and may invoke the Bank guarantee of the supplier depending upon the severity of the problem with the system supplied by the supplier.

b) Non-compliance of the supply order in accordance with the term and conditions of the tender, shall be treated as breach of contract and in that case the university reserves the rights to black list the firm also.

c) The decision of the authority placing the order in this regard will be final. If the tenderer does not feel satisfied with the decision, he will be at liberty to approach Vice-Chancellor, IGNOU. His decision in this regard will be full and final and no appeal will lie against his decision.

14. **Rejected Items**

Rejected items 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 its representatives has, at their discretion, the right to scrap or sell or consign the rejected item to contractor's addresses at the contractor's entire risk and expenses freight being payable by the contractor at actual.

15. **Maintenance :** IGNOU Shall use the machines in a careful and proper manner. However, the contractor ,at its own cost and expense, shall keep the machine in good repair , condition and working order and shall furnish any and all part consumables including Toners and accessories etc. Required to keep the machine in good mechanical working order. Any spares ,consumables that may need replacement will be contractor's responsibility. The contractor will provide preventive maintenance services on quarterly basis to all the machines which are under contract

a) Papers and Manpower will be IGNOU'S responsibility. However, all Consumables / spare parts, Toner and Service will be Contractor's responsibility.

16. **In case of BreakDown of the Machine :** The Contractor shall repair the machines within 1-2 days, and if machines requires extensive/ frequent repair then the Contractor shall provide alternative machines without any charges any delay.

17. **Insurance:** The contractor will maintain current insurance policies in respect of all the machine to its full Insurable value.

18. **Dispute Resolution and jurisdiction**

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

The Tenderer is/ are requested to quote their most competitive rate and submit bids complete in all respect in a sealed envelope superscribing “**Tender for empanelment of firm for the Photocopier Machine on Rental Basis 2015-16**” The bid be submitted in the Tender box kept in Central Purchase Unit (CPU), Block No. 04, Room No. 17, IGNOU, Maidan Garhi, New Delhi - 110068 latest by 2.30 P.M on **17.11.2015** which will be opened on the same day i.e. **17.11.2015 at 3.00 P.M.**

Annexure- I

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/ Criminal case pending against the firm/ supplier and the firm has not been blacklisted in the past in any institution of the country.
6. I/we do hereby undertake that before submission of bid I/We have visited/inspected the site and determined the requirement to the best of my/our knowledge. Accordingly, the requirement and the rates have been quoted.
7. I/We agree to abide by all terms and condition laid down in tender document.
8. I/We give the assurance to execute the tendered work as per\ terms and conditions and in exact configuration of the sample submitted on award of work.
9. I/ We financially solvent and sound to execute the tendered work.
10. I/We have sufficient experience to perform the contract to the satisfaction of IGNOU.

Deponent

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

Verified at.....this day of

(Signature & Seal of Notary)

Deponent

(To be filled and sent in sealed envelope no. (1))
FORMAT OF QUOTATION FOR TECHNICAL BID
(Information pertaining to deviation and compliance statement)

- a.i.1.a.i.1. Name of the Firm: _____
- a.i.1.a.i.2. Address: _____
- a.i.1.a.i.3. Name and Contact No. of authorized official of the firm: _____

- a.i.1.a.i.4. Whether the firm's Ownership is Sole Proprietorship or Partnership: _____

- a.i.1.a.i.5. If the firm is Joint Venture/Consortium, as the case may be: _____
 (the agreement may be attached) : _____
6. Minimum Delivery Period : _____
7. Annual turnover (3 Years) : _____
8. Clientele : _____
9. PAN/TIN/VAT/STC/ No. (Copy to be attached): _____
10. Landline/Mobile No. : _____
11. Authorized Signatory (Name & Designation): _____

12. Registered with relevant authority i.e income tax/ service tax etc(pls. attach copies)
13. Last two years supplied records along with of Purchase order & Supporting document.
14. Photocopier machine details :

S.No	Specification	Pls. Specify
1.	Print/ Copy Size: A3/ Legal and A4	
2.	Speed : 25 Copies/ Prints per Minute(A4) Black & White	
3.	Reduction ,Enlargement ,Zoom,Directional Magnification	
4.	Built in Auto Duplex Unit for Back to Back Print / Copy	
5.	Reversible Automatic Document Feeder	
6.	Two Trays of 500 Sheets Capacity and 100 Sheets bypass Tray	
7.	Network Printing	
8.	Scan to PC	
9	Automatic Set making Facility	
10	Touch Screen Operational Panel	
11.	Password Protection	

15. Whether ready to supply all machine ordered at a time.(pls. specify)

Please give brief description on the technical superiority/inferiority/deviation of the item to be supplied by tenderer, if any, supported by the related documents/literature, if any, duly signed with seal of the firm.

Price Schedule (Financial Bid)**(To be duly filled in and sent in sealed envelope no. (2) - each page must be signed with SEAL of the Tenderer)****FORMAT OF QUOTATION FOR FINANCIAL BID**

S.No.	Specification	Make/Model	Year of Purchase	Rate of each machine per month (on per page basis)
1.	Photocopier Machine On Rental Basis			

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)

Other Forms and Formats for submission

(To be duly filled in and sent in sealed envelope no. (1) –Technical Bid)

EARNEST MONEY DEPOSIT AND TENDER FEE DETAILS

Name of the Company _____

Total EMD Amount: Rs. _____ (in figures)

(Rupees _____ in words)

Details of each Demand Draft:

Description	Amount	Name of the Bank	DD No.	Date
EMD				

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 on 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 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.

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/ validity of the offer** 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.

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 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

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

Dated the date of2014

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 of the indenter]

CHECK – LIST

1. Please check that you have submitted the Tender Fee and Earnest Money as per the schedule and enclosed them in Envelope ‘A’ of the tender.
2. Please check whether you have studied the detailed conditions regarding the submission of Performance Security Deposit.
3. Please check that the tender and tender documents have been signed by appropriate authority.
4. Please check that you have super subscribed the envelope as per Terms and Conditions of tender indicating the correct address of the addressee.
5. Please check that you have enclosed the performance statement regarding similar work undertaken in the past.
6. Please check that your tender is valid for the period as asked for.
7. Please check that you have furnished statement of Deviation, if any.
8. Please check the delivery Period correctly and precisely.
9. Please check the eligibility criteria for the Tender.

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