



**INDIRA GANDHI NATIONAL OPEN UNIVERSITY
ELECTRONIC MEDIA PRODUCTION CENTRE
Maidan Garhi, New Delhi – 110 068**

F. No. : IG/EMPC/PUR/296/Edusat Studio/E
Date: 13th May, 2014

Invitation to Tender

To,

M/s

Sub.: Procurement of Parts of VTR MSW2000P

Sir,

Indira Gandhi National Open University (IGNOU) invites sealed limited tenders from established and reliable manufactures, major distributors authorized agent through their authorized signatories for the **Procurement of Parts of VTR MSW2000P of Electronic Media Production Centre (EMPC) of Indira Gandhi National University** as per specification given in **Annexure II** of this tender document. Enclosed are the details as below:

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

It may be noted that **Annexure-I**, “Instruction 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 download.

Director-EMPC



INDIRA GANDHI NATIONAL OPEN UNIVERSITY

TENDER DOCUMENT

For

Procurement of parts of VTR MSW 2000P

Last Date & Time for submission of Tender: 11/06/2014 upto 15.00 Hrs.

Date & Time for Opening of Tender : 11/06/2014 at 15.30 Hrs.

Director-EMPC
Indira Gandhi National Open University
Maidan Garhi, New Delhi – 110 068
www.ignou.ac.in

Procurement of parts of VTR MSW 2000P**INSTRUCTIONS AND GENERAL CONDITIONS OF THE CONTRACT****1. General Information**

- 1.1 On behalf of the Indira Gandhi National Open University, the Director-EMPC invites sealed limited tenders from established and reliable manufacturers, major suppliers/authorized agents through their authorized signatories for **Procurement of parts of VTR MSW 2000P of Electronic Media Production Centre (EMPC) of Indira Gandhi National Open University at New Delhi** as per the Specification / Schedule of Requirements (Annexure-II) of the Tender Document.
- 1.2 The tender should be submitted along with all the relevant catalogue/ literature/ leaflets indicating the cost of the above item (all inclusive).
- 1.3 This tender is non transferable.
- 1.4 Tender document is also available on IGNOU website (www.ignou.ac.in), which can be downloaded.
- 1.5 All offers should be submitted before the time and date fixed for the receipt of offers as set forth in the tender document. 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. Similarly, conditional offers and offers with terms and conditions inconsistent with those contained in this document shall be rejected.
- 1.6 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.
- 1.7 The IGNOU reserves the right to accept or reject any tender without assigning any reasons thereof.
- 1.8 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 under sealed cover should be addressed to the Director-EMPC, IGNOU, so as to reach on or before the last date of submission i.e. on 11/06/2014 upto 15.00.00 in room No. 209, EMPC, IGNOU, Maidan Garhi, New Delhi-110068.
- 2.2 The Technical bid will be opened on 11/06/2014 upto 15.30 Hrs. in the presence of the tenderer authorized representative. Financial bids of the technically qualified bidders will be opened at a later date.

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 **Procurement of parts of VTR MSW 2000P** ” alongwith Earnest Money Deposit.
- 3.2) The second cover should be super scribed Financial Bid for “Procurement of Hard Drive based Video Recorder / Player”. Both these envelopes, after being sealed, shall be put into a third envelope shall be super scribed “ **Procurement of parts of VTR MSW 2000P**, and sent to the Director-EMPC, IGNOU, Maidan Garhi, New Delhi-110068 by the due date and time.
- 3.3) Envelope No. (1) shall contain the proforma as at Annexure II duly filled in with all the Technical details and supporting documents etc., the acceptance of terms and conditions at Annexure I, the Earnest Money Deposit and an affidavit on Rs. 50/- non-judicial stamp paper duly notarized by a Notary Public as per enclosed Perfroma at Annexure IV 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 discount 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 representative. Only one authorized representative per Contractor will be permitted to be present at the time of opening of the tender.
- 3.6) The Registration number of the firm along with ST/CST/VAT/TIN number allotted by the Sales Tax authorities shall invariably be given in the tender. Excise clearance for Custom duly if any for relevant year may be submitted.
- 3.7) The excise duty the 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.
- 3.8) Each page of the offer shall be numbered and will bear the signature of the Contractor at the bottom with stamp seal. All offers shall be either typewritten or written neatly in indelible ink. Any correction should be properly authenticated.
- 3.9) All the letter head/telex/telegraphic bids shall be ignored.
- 3.10) 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.
- 3.11) 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 conditions under which the IGNOU accepts his tender.
- 3.12) 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.

4. Background Information

4.1 The tenderer shall provide the following information with the technical bid to provide background information of the tenderers.

- (a) The Contractor shall provide the names of the customers to whom similar item were supplied in the past two years (copies of the PO to be enclosed), alongwith the supporting documents, if required, while submitting the technical bid..
- (b) Turn over of the Company.
- (c) Copy of Income Tax Returns.
- (d) Copy of PAN card.
- (e) ST/TIN Number.
- (f) Details of Branches/Channel Partners of taking up installation, commissioning and after sale and services, maintenance at the locations i.e. New Delhi (NCR) with their address, telephone nos. E-mail and number of service engineers at that office. Service Engineer should be qualified engineer with a University Degree/Diploma, who are specialist in their respective fields.
- (g) Warranty of the products offered.

The above information should be provided with relevant enclosures, copies of the certificate etc. in support of the above information.

4.2 In case, the Tenderer feels necessary to provide any additional information, the same may be given on a separate sheet and enclose it with Technical Bid.

5. Compliance with the technical Specifications:

- 5.1 Detailed specifications are provided in **Annexure II** of the Tender document.
- 5.2 Deviations from the specification, if any, shall be clearly indicated along with explanations.
- 5.3 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. Price:

- (i) The price quoted must be for per unit in (INR) inclusive of Taxes / VAT/ Service Charges/ and must include packing and delivery charges.
- (ii) The tenderers offering to supply the stores in equivalent Indian rupees but to be imported against the tender enquiry must submit the quotation on FOR Free delivery basis up to the site of installation and clearly furnish the break up of the total price.
- (iii) Indian bidders should quote price after taking into account the price factors referred to in para 6 (i).
- (iv) Any increase in excise duty, sales tax/VAT/Service Tax/ customs duty during extended period of the contract/supply order will be to supplier's/ contractor's account where such a extension in delivery of the materials/completion of the project was on the request of supplier / contractor. However, any decrease in excise duty/sale tax/VAT/Service Tax customs duty during extended period of the contract/supply order will be to the account of IGNOU.

The EMPC, IGNOU does not provide Form- C/D for Sales Tax.

7. Earnest Money Deposit

- 7.1 *Earnest Money deposit (EMD) amount of Rs 6,600/- (Rupees Six Thousand Six Hundred only) shall be submitted along with the quotation in the form of a Bank Guarantee/ Demand Draft/ Banker's Cheque/ FDR from any commercial Bank drawn in favour of IGNOU payable at NEW DELHI. The EMD amount will be refunded to unsuccessful bidder(s) only after finalization of the tender. However, in case of successful bidder it will be refunded only after receipt of Performance Security. (Format of Submission of EMD Annexure - II)*
- 7.2 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.
- 7.3 No Interest shall be paid by the IGNOU on the EMD for the above said period.
- 7.4 The EMD deposited is liable to be forfeited if the tenderer changes the terms and 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.
- 7.5 If the successful tender (Contractor) fail to furnish a Performance Security / Security deposit, on terms and conditions laid down by the IGNOU, then the Earnest Money shall be forfeited by IGNOU.

8. Local Conditions:

It will be imperative on each Contractor to fully acquaint himself 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.

9. Evaluation of offer:

- 9.1 The Tenders will be evaluated on the basis of techno-commercial parameters.
- 9.2 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 tenderers may be called for detailed discussions at a specified date, time and venue including demonstration of their products, if need be.
- 9.3 If the IGNOU considers necessary, it may ask for revised financial bids from the short listed tenderers which should be submitted within three days of intimation of 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.

- 9.4 The financial Bid of only the technically short listed Contractor 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.
- 9.5 The IGNOU reserves the right to select the tenderer on the basis of best possible. The decision of the tender Evaluation Committee in this regard shall be final bid received 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 maximum period of three years and EMD submitted may be forfeited.
- 9.6 Preference will be given to those tenders offering supplies from ready stocks and on the basis of delivery at site. IGNOU can provide Customs Duty Exemption / Excise Duty Exemption Certificate issued by "Department of Science & Industrial Research" if the item is eligible for Import / Excise duty exemption.
- 9.7 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.

(10) Acceptance of Tender:

- (10.1) IGNOU may accept the tender, or reject any tender without disclosing any reason thereof and may or may not accept the lowest / any tender. In this regard, the decision of the University shall be final.

11. Effect and Validity of Offer

- (11.1) 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 _____ years after the expiry of one year on mutually agreed terms.
- (11.2) All the terms and conditions for the supply, testing and acceptance, 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.
- (11.3) During the validity of the contract including the extended period, if any, if the tenderer sells the same or equivalent configuration material 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.
- (11.4) In case the Purchaser 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 Purchaser, may ask the technically short listed 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.
- (11.5) IGNOU reserves the right to increase/ decrease the quantity as per requirement. The Tenderer is bound to accept the orders for such quantity during the period upto 12 months from the date of purchase order to the supplier at the approved rates or prevailing market rate whichever is less.

12. Performance Security Deposit

- 12.1 The successful Contractor(S) shall within 15days of receipt of our award of contract, submit a security deposit @ 10% of the value of the contract as security deposit for the due performance of the contract. The security deposit may be furnished in the form of DD/FDR/Banker's Cheque /irrevocable Bank Guarantee, drawn in favor of "IGNOU" New Delhi, for a period of 60 days beyond the date of completion of all contractual obligations of the contractor including warrant obligation.
- 12.2 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.
- 12.3 if the successful tenderer / 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.

13. Delivery and Installation:

- 13.1 Order shall be placed as per IGNOU's requirements by the authorized Officer. The successful tenderer/ contractor will supply the complete equipment within a maximum period of 15 days from the date of receipt of Purchase Order.
- 13.2 The contractor shall deliver the item in accordance with the conditions of the contract at time / place and in the manner specified in the contract.
- 13.3 All the items would be subjected to appropriate standard testing procedure to the satisfaction of IGNOU.

14. Terms of Payment

- (14.1) 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.
- (14.2) No part of the contract price shall become due or payable until the tenderer has delivered, installed and commissioned the items to the complete satisfaction of IGNOU. Normally payment will be made for the accepted items within 60 working days from the day of receipt of the materials, though it shall not be binding on IGNOU in unforeseen circumstances..
- (14.3) 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 along with a copy of the duly receipted delivery challan of the consignee certifying satisfactory commissioning.
- (14.4) The contractor will be held responsible for the items 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 package 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 exclusive of the supplier.
- (14.5) The contractor is responsible for obtaining a clear receipt from the transport authorities specifying the goods dispatched. The consignment should be dispatched with the 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 be 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 items as are actually received by theme in accordance with the contract.

- (14.6) Wherever required, test certificate should be sent alongwith the dispatch of documents.

15. Acceptance of Item:

- 15.1 The item 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.
- 15.2 It is expressly agreed that the acceptance of items contracted for is subject to final approval by the IGNOU whose decision shall be final.
- 15.3 If, in the opinion of the IGNOU, all or any of the items that do not meet the performance or quality or requirements specified in the purchase order, same will be not accepted.
- 15.4 If whole any part of the items 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, items, meeting the necessary performance and quality contracted for in place of those rejected.

16. Rejected Items

- 16.1 Rejected items bill 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 items to supplier's addresses at the supplier's entire risk and expenses freight being payable by the supplier at actual.

17. Penalty for Delay is supply.

- 17.1 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% (Half percent) per week of the delayed good or part thereof subject to maximum of 10 percent of the Contract value of delayed Supplies or as may be deemed fit by Competent Authority. Thereafter the IGNOU holds the option for procurement of "**Procurement of Parts of VTR MSW 2000P**" from the other contractor and invoking Clause 12.3 for forfeiting the Performance Security of the contractor to recover the different in cost.
- 17.2 The decision of the authority placing the order in this regard will be final. If the contractor 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.

18 DISPUTE RESOLUTION AND JURIDICTION:

- 18.1 In case of any dispute, the same shall be resolved by mutual discussion 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.

19. Guarantee / Warranty & Replacement:

The contractor shall ensure and guarantee that:

- 19.1 The items supplied shall comply fully with the specifications laid down for material workmanship and performance.
- 19.2 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 in 10 days of intimation of defect from IGNOU failing which penalty under 17.1 & 12.3 may be invoked as per University's discretion.

- 19.3 If in the opinion of the IGNOU, it becomes necessary to replace or renew any defective items, such replacement or renewal shall be made by the contractor to the IGNOU free of costs within in 10 days of intimation of defect from IGNOU failing which penalty under 17.1 & 12.3 may be invoked as per University's discretion.
- 19.4 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 items.
- 19.5 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 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 or the defective requires renewal for replacement, shall be final, conclusive and binding on the contractor.
- 19.6 Except as otherwise provided in the invitation to the tender, the contractor hereby declares that the goods, stores, article 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

Annexure - II

Technical Specification for Procurement of parts of VTR MSW 2000P.

S. No.	Item & Specifications	Estimated Requirement
01.	DRUM ASSY, DJH-26B-R (Part No. A-8325-095-B/C)	01 No
02.	ASSY, PINCH ARM (Part No. X-3167 -054-5)	01 No

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

Name of the Firm:

1) Address:

2) Workshop/Site Description:

3) Whether the firms ownership is Sole Proprietorship or partnership:

4) Annual turnover preferably for 3 Financial Years:

5) Copy of the Income Tax Return

6) Client List:

7) PAN/TAN No.:

8) Landline/Mobile No./E-mail ID:

9) Authorized Signatory:

10) Copy of ITCC/STC etc:

11) The requisite Earnest Money Deposit of Rs. 6,600/- in favor of IGNOU, New Delhi, by way of DD/FDR/Bankers Cheque.

12) Minimum delivery period ____ days (Maximum period ____ days from the date of receipt or Purchase Order).

13) Validity of offer _____

14) Affidavit on Rs. 50/- non judicial stamp paper duly certified by a notary public.

15) Warranty Period_____.

Date:

Annexure-III

Price Schedule (Financial Bid)

(To be duly filled in and sent in sealed envelop no. (2) - each page must be signed with SEAL of the Tenderer)

FORMAT OF QUOTATION FOR FINANCIAL BID

Sl. No.	Description of Items	Qty.	Unit Rate in Rs.	Taxes (if any) give break up	Total Amount (Rs.)
01.	DRUM ASSY, DJH-26B-R (Part No. A-8325-095-B/C)	01			
02.	ASSY, PINCH ARM (Part No. X-3167 -054-5)	01			

We agree to supply the above goods in accordance with the technical specifications for a total contract price of Rs. (amount in figures).....within the period specified in the Invitation for Quotations/ bid document on terms and conditions agreed to therein.

We also confirm that the warranty/ Guarantee period for the items shall be as per the tender terms & conditions.

Note:

Certified that the rates quoted above are:

- Inclusive of Taxes / VAT/ Services Charges etc.
- Inclusive of the Transportation and installation Cost at the required site.

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

Date:

ANNEXURE----IV

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
declares as under

1. That I am the proprietary / authorized signatory of Mr.
..... having

Head Office / Registered Office at
.....

2. That the Information / document s / Experience certificates submitted by M/s.
..... alongwith 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 (ics). 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 incase, 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 in 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 Affidavit are true to my knowledge and nothing has been concealed there from and that no part of its false.

Verified at this
..... day of
.....

DEPONENT

(Signature & Sealed of Notary)

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 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 there under 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 any thing contained herein above our liability under the guarantee is restricted to Rs. And shall remain in force until Unless acclain 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 of2013

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]

Other Forms and Formats for submission

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

EARNEST MONEY DEPOSIT AND TENDER FEE DETAILS

Name of the Company_____

Details of Earnest Money Deposit:

Total EMD Amount: Rs._____(in figures)

(Rupees_____in words)

Details of each Demand Draft:

Amount	Name of the Bank	DD No.	Date

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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