

## Indira Gandhi National Open University MaidanGarhi, New Delhi-110 068

Central Purchase Unit

F.NO. IG/CPU/Self Adh. Lables /2015-16

Date: 08/04/2015

## **Invitation to Tenderer**

То	-	

Sub: Empanelment of Firm(s) for supply of "Self Adhesive Lables" Sir,

Indira Gandhi National Open University (IGNOU) invites sealed limited quotations for empanelment of firm(s) for supply of "Self Adhesive Labels" for a period of one year. The estimated procurement during the year is likely to be around Rs. 04 Lakhs. Enclosed are the details as below:

Annexure – I : Technical Bid (Specification/Schedule of Requirements)

Annexure – II : Financial Bid

Annexure – III : Instructions to Tenderers and General Conditions of the

contract

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 Performa

Annexure –VI : Check List

It may be noted that Annexure – III "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 (<a href="www.ignou.ac.in">www.ignou.ac.in</a>), which can be downloaded.

Yours faithfully

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



# INDIRA GANDHI NATIONAL OPEN UNIVERSITY

# TENDER DOCUMENT

**For** 

Empanelment of firm(s) for supply of "Self Adhesive Lables"

(Estimated Cost – Rs 04 Lakhs approx)

Last Date & Time for submission of Tender: 28/04/2015upto 2.30 p.m.

Date & Time for Opening of Tender: 28/04/2015 at 3.00 p.m.

Registrar (Admn.)

## **Technical Bid**

# Specification /Schedule of Requirements for Self Adhesive Lables

Sl.		Items &	Estimated Qty	
No.		Specification	Required in a	
			year (Approx.)	
1.		Self Adhesive		
		<u>Lables</u>		
	(a)	3" x 2" – 4 Across	4,00,000 Lables	
	(b)	1.5" x 0.5" – 5 Across	60,00,000 Lables	

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

• Sample to be supplied indicating the Brand, Quality and other specifications of the items quoted.

**Note:** The Following should be enclosed/mentioned in the Technical bid, faling which the Tender Document will be rejected.

- a) Sample of each item to be sent alongwith the Bid document.
- b) The details of TIN/PAN/Sales Tax Registration No. etc
- c) Minimum delivery period \_\_\_\_\_ days (Maximum period 10days from the date of receipts of purchase order)
- d) The requisite Ernest Money Deposit in favor of IGNOU ,New Delhi by way of DD/FDR/Banker's Cheque/ Bank Gurantee.
- e) Validity of offer \_\_\_\_\_(Minimum one year)
- f) Last two years supplied records along with copy of P.Os & supporting documents.

# **Financial Bid**

# for "Self Adhesive Lables"

Sl.		Items & Specification	Estimated	Rates
No.			Qty	(Per 1000
			Required	Lables)
1.		Self Adhesive Lables		
	(a)	3" x 2" – 4 Across	4,00,000	
			Lables	
	(b)	1.5" x 0.5" – 5 Across	60,00,000	
			Lables	

#### 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.
- c) The supply will be delivered within a maximum period of 15 days from the date of receipt of Purchase Order.

# 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 major suppliers for Empanelment of firm(s) for supply of "Self Adhesive Labels" as detailed in 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 –II)
- 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 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/offers with terms and conditions in consistent 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 An indicative Check List has been included in **Annexure-VI.** This has been designed to help the Tenderer in submitting complete offer. An incomplete offer is liable to be rejected. The Tenderer must check this Checklist and submit the requisite papers along with his offer in his own interest.
- 1.7 The IGNOU reserves the right to accept or reject any tender without assigning any reasons thereof.
- 1.8 The University reserve itself the right to increase or decrease the quantity to be procured.

#### 2 Eligibility Criteria:

- a) The tenderor must have at least three years experience of supplying of items to atleast 05 (five) Govt. Department/Organizations for which empanelment is applied. Details of the same should be submitted with the tender. (copies of Purchase Orders)
- b) The tenderor should not be blacklisted by any of the Govt. Department or Organizations. A declaration in this regard is to be submitted by the owner/directors/partners of the firm.
- c) The tenderor shall have its registered office at Delhi/New Delhi. Details of the same should be submitted with the application.
- **d**) The tenderor must have valid Sales Tax Registration No., VAT Regn. No. (TIN) and PAN Card. Self attested copies of the relevant certificates is to be provided alongwith the tender.
- e) Details of the empanelment with any other Govt. Organizations, if any, must be provided alongwith the tender with documentary proof.
- f) The financial position of the tenderor must be sound. In this regard, following documents should be submitted with the tender:-
- (i) Details of the Annual Turnover of last three years i.e.2011-12, 2012-13, 2013-14 duly certified by Chartered Accountant.
- (ii) Self attested copies of Income Tax Return of last three years i.e. 2011-12, 2012-13 and 2013-14.
- (iii) However it is informed that mere fulfillment of minimum eligibility criteria does not entitle the firm to demand that their financial bid be evaluated.

#### 3. <u>Submission of Tender</u>:

- 3.1 The tender complete in all respects should be addressed to the Asstt. Registrar (CPU), IGNOU, so as to reach on or before the last date of submission on 28/04/2015 upto 2.30 p.m. in Central Purchase Unit (Admn.), Room No. 17, Block No. 4, Maidan Garhi, New Delhi 110068.
- 3.2 The Technical bid will be opened on 28/04/2015 at 3.00 p.m. Financial bids of the suppliers who are qualified in the technical bid will be opened at a later date.
  - **N.B.** All the documents submitted in the bid must be legible & self attested. Otherwise the bid is likely to be rejected.

#### 4. Submission of Offer

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(s) for supply of "Self Adhesive Labels". The second cover should be superscribed "Financial Bid for empanelment of firm(s) for supply of "Self Adhesive Labels". Both these Envelopes, after being sealed properly, shall be put into a third envelope, which should be properly sealed before it is sent/submitted. The third sealed cover shall be addressed to the Asstt. Registrar (CPU), IGNOU, Maidan Garhi, New Delhi superscribing "Tender bid for Empanelment of firm(s) for supply of "Self Adhesive Labels". If the outer envelope is not sealed properly, the tender is liable to be rejected.

- 4.2 Envelope No. (1)shall contain all the Technical details, if required, about manufacturing/supply capability, experience, number of qualification documents etc. The Earnest Money Deposit shall be kept in this envelope. Those who do not qualify the prequalification conditions shall be summarily rejected and their Financial Bids shall not be opened.
- 4.3 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 discrepancy between the price/information quoted in words and figures, the price/information quoted in words shall prevail. Quoted rates are not more than MRP.
- 4.4 The "**Technical bid**" shall be opened in the first instance in the presence of tenderers or their authorized representatives. Only one authorized representative per tenderer will be permitted to be present at the time of opening of the tender.
- 4.5 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 tenderer.
- 4.6 Each page of the offer shall be numbered and will bear the signature of the tenderer at the bottom with stamp. All offers shall be either typewritten or written neatly in indelible ink. Any correction should be properly authenticated.
- 4.7 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.
- 4.8 In case the tender submitted by the tenderer is accepted by the University and the contract is awarded to the tenderer, then the tenderer shall with the fifteen (15) days of acceptance of his tender execute an agreement with the University on Rs.100/- stamp paper incorporating all the terms and condition under which the University accepts his tender.
- 4.9 Further to the above, the tenderer shall submit an affidavit in the enclosed format on a Rs.50/- stamp paper allong with the tender document.

#### **5. Background Information**

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

### 6. <u>Compliance with the technical specifications:</u>

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

#### 7. Earnest Money Deposit:

- 7.1 The Earnest Money Deposit amount of Rs.20,000/- (Rupees Twenty Thousand only) in favour of IGNOU, New Delhi, 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 favour of IGNOU payable at New Delhi or in the form of Bank Guarantee (as per the Annexure –V) from any Scheduled Bank. The Bank irrevocable Guarantee shall remain valid for a period of 90 days. Any tender not accompanied by Earnest Money shall be summarily rejected.
- 7.2 The EMD shall remain with the IGNOU during the period of validity of the offer, i.e. minimum period of ninety (90) calender days from the date of opening of tender.
- 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 withdraws or amends/impairs or derogates from the tender in any respect, within the period of validity of his offer.
- 7.5 If the successful tenderer 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.
- 7.6 The EMD of all unsuccessful tenderers shall be returned within a reasonable period (normally 30 days) after finalization of the tender.

#### **8.Local Conditions:**

8.1 It will be imperative on each tenderer 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 tenderer 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 If the purchaser considers necessary, it may ask revised financial bids from the short listed tenderers 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 tenderers. Any tenderers 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.
- 9.2 The Financial Bid of only the technically short listed 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.
- 9.3 The IGNOU reserves the right to select the tenderer 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 tenderer to bring pressure of any kind may 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.
- 9.4 Preference will be given to those tenders offering supplies from ready stocks and on the basis of delivery at site. University 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.
- 9.5 All available technical literature, catalogues and other data in support of 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 there of and may or may not accept the lowest/any tender.

#### 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 one year after the expiry of one year on mutually agreed terms.
- 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 tenderer, failing which the tender is liable to be rejected.

## 12. Security Deposit/Performance Security:

- 12.1 The successful tenderers shall, with in 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 a bank draft/Bank Guarantee/FDR/Banker's Cheque drawn in favour 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 obligation of the contractor including warranty obligation and shall have to be renewed for the extended period, if extended.
- 12.2 Failure to furnish security deposit shall be treated as breach of contract and entail agreement is 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.

### 13. Delivery Period:

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

#### 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 tenderer has delivered the items to the complete satisfaction of IGNOU. Payment shall be made subject to recoveries, if any.
- 14.2 The IGNOU will pass contractor's bill for payment only after the stores have been received, inspected and accepted by the IGNOU as per specification/ samples and if required on the basis of test reports submitted. Normally payment will be made for the accepted stores with in 30 working days from the day of receipt of the materials, thought it shall not be binding on IGNOU in unforeseen circumstances.
- 14.3 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 in any other mode, it will be at the risk of the contractor. The purchaser will take no responsibility for short deliveries or wrong supply of goods when the same are booked on "said to contain" basis. Purchaser shall pay for only such stores as are actually received by them in accordance with the contract.
- 14.4 Wherever required, **Test Certificate** should be sent alongwith the dispatch of documents.

#### 15.ACCEPTANCE OF STORES

- a) The store shall be tendered by the contractor for inspection as such places as may be specified by the purchaser at the contractor's own risk, expenses and cost.
- b) It is expressly agreed that the acceptance of stores contracted for his subject to final approval by the purchaser whose decision shall be final.
- c) If, in the opinion of the purchaser, 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.
- d) If the whole or any part of the stores supplied is rejected in accordance with (c) above, the purchaser shall be at liberty, with or without notice to the contractor 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.

#### **16.REJECTED STORES**

16.1 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 advice of rejection, the purchaser or his representatives has, at his discretion the right to scrap or sell or consign the rejected store to contractor's addresses at the contractor's entire risk and expenses freight being payable by the contractor at actual.

#### 17. Penalty for Delay in 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% 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 "Office Stationery Items" from other Tenderers and invoking clause 11.3 for forfeiting the Performance Security of the contractor to recover the difference in cost.
- 17.2 The decision of the authority placing the order in this regard will be final. In case the tenderer 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.

#### 18. Dispute Resolution and jurisdiction

In case of any dispute in relation to award of Contract, having arisen, 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.

## 19. Guarantee & Replacement:

- **19.1** Tenderer shall submit with his tender an undertaking to accept the following guarantees:
- a) The contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down for material workmanship and performance.
- b) After the 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, contractor shall remedy such defects at his own cost.
- c) If in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores, such replacement or renewal shall be made by the contractor to the purchaser free of costs.
- d) Should the contractor fail to rectify the defect, the purchaser 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.
- e) The decision of the purchaser notwithstanding any prior approval or acceptance of inspection thereof on behalf of the purchaser, 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.

Except as otherwise provided in the invitation to the tender, the contractor/seller hereby declares that the goods stores, articles sold supplied to the purchaser 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.

#### **AFFIDAVIT**

	(To be submitted on non-judicial stamp paper of Rs. 50/- duly certified by notary public)
	I,, agedyears, R/o, do hereby solemnly affirm and declare as under:-
1.	That I am the Proprietor / authorized signatory of M/s
2.	That the information / documents / Experience certificates submitted by M/s
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 atthisday
	Of
	DEPONENT

Signature and Seal of the Tenderer

(Signature & Seal of Notary)

# BANK GUARANTEE PROFORMA

1.	(hereinafter called the IGNOU) having agreed to exempt
	(indicated the name of the bank) at the request of
2.	We
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

5.	We
6.	Notwithstanding any thing contained herein above our liability under the guarantee is restricted to Rs
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 of2015 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)

#### 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.

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