

**INDIRA GANDHI NATIONAL OPEN UNIVERSITY
MATERIAL PRODUCTION AND DISTRIBUTION DIVISION**

TENDER DOCUMENT

**INVITING LIMITED TENDER
FOR THE SUPPLY OF
128 GSM IMPORTED ART PAPER (MATT FINISH)
FOR THE YEAR 2015-16**

Tender Closing Date & Time : 07.04.2016 2:30 PM

Tender Opening Date & Time : 07.04.2016 3:00 PM

**WAREHOUSE BLOCK
MAIDAN GARHI NEW DELHI-110068**

INDIRA GANDHI NATIONAL OPEN UNIVERSITY
MAIDAN GARHI, NEW DELHI

SPECIFICATIONS FOR IMPORTED ART PAPER (MATT FINISH)

The Indira Gandhi National Open University require the following quantity of Imported Art Paper (Matt Finish) to be supplied as and when required in one or more lots as will be specified by IGNOU in its supply order(s) during the period of the contract.

REQUIREMENT:

- (i) 128 GSM Imported Art Paper (Matt finish)
- (ii) Quantity: 180 reams
- (iii) Size: 23" x 36"
- (iv) Weight: 34.2 kg per ream of 500 sheets

S. No.	Characteristics	Requirements
1.	GSM, g/m ²	128 ± 2.5%
2.	IGT Value	110 cm/s (min)
3.	Surface pH	7.0 to 8.0
4.	Gloss, %	40 (max)
5.	Brightness	86 (min)
6.	Smoothness PPS, micron	2.5 (max)
7.	Bulk	0.87 cm ³ /g (min)



INDIRA GANDHI NATIONAL OPEN UNIVERSITY
MAIDAN GARHI, NEW DELHI – 110 068

Terms and Conditions of Supply of Imported Art Paper (Matt Finish):

1. The Contract for supply will be with the Indira Gandhi National Open University for a period of one year from the date of issue of the supply order.
2. Supplies of Imported Art Paper (Matt finish) should be made strictly within prescribed schedule as per the purchase order.
3. **Packing and Marking**
 - (i) The Imported Art Paper (Matt Finish) should be supplied in proper packing. In case of any occurrence of damage, theft, pilferage in transit, the responsibility shall be that of the supplier and replacement, wherever necessary shall have to be made by the supplier at no extra cost. Appropriate care should be taken to pack the material with water-proof, pilferage proof cover.
 - (ii) Every package should contain details of the material packed with complete reference to IGNOU's order. Address of IGNOU must be superscribed on both sides of the packages.
 - (iii) Each package shall be marked with the following particulars:-
 - a) Description, substance in GSM of the Imported Art Paper (Matt Finish),
 - b) Size of the Imported Art Paper (Matt Finish) in the package,
 - c) The weight in kg of ream of Imported Art Paper (Matt Finish) including the wrapping paper.
 - d) The net weight of ream of Imported Art Paper (Matt Finish) without the wrapping paper.
 - e) Month and year of manufacturing, and
 - f) Manufacturer's name or recognized trade mark, if any.
 - iv) Each package may also be marked with the Standard mark.
 - v) Each package should be wrapped in Water-Proof, Pilferage Proof Cover. No other packing material shall be permitted.
 - vi) Each bundle should contain two packets of Imported Art Paper (Matt Finish) with water-proof and pilferage cover. Each packet should contains 250 sheets.
4. The paper duly packed, should be delivered at IGNOU Warehouse at Rana Pratap Bagh, New Delhi or any other place in Delhi/New Delhi declared as Warehouse by the University, from time to time and informed to the supplier in writing.
5. Loading charges at supplier's site and unloading charges at IGNOU's site will be borne by the supplier.
6. **INSPECTION**
 - (a) The supplies should conform to the quality/specifications of the product agreed upon and is subject to inspection for **size, number of sheets and weight**, before acceptance in the stores by the Physical Inspection Committee (PIC) of IGNOU. The laboratory test will be conducted at the discretion of IGNOU. If the product fails to conform to the given specifications, the University reserves the right to reject the total supplies and remove these at supplier's cost or levy appropriate penalty in this regard.

- (b) The physical check is being done after the receipt of material at the Warehouse by Physical Inspection Committee (PIC). In case there is less average net weight and less number of sheets per ream supplied than required weight and sheets found in PIC report, then the penalty will be deducted on proportionate basis either of less average net weight or number of sheets per ream whichever is more.
7. The University may not accept the lowest tender and reserves the right to reject or accept, whole or any part of tender without assigning any reason.
8. **PAYMENT**
- 90% payment to the supplier shall be released for the quantity of specific quantity of Paper delivered and formally accepted after physical inspection, within 30 days after supply is made subject to receipt of bills from the supplier complete in all respects. The payment of balance 10% will be made within 90 days only after the receipt of Lab Test Report meeting the required parameter(s).
9. Acceptance of offer shall be communicated in writing by E-mail, Letter or by formal 'Acceptance of Tender'.

10. ELIGIBILITY AND QUALIFICATION REQUIREMENTS OF TENDERS

No tender shall be considered valid if:-

- (a) Not submitted in prescribed form and not accompanied with earnest money of Rs. 10,000/- (Rs. Ten Thousand only).
- (b) The tender is conditional and inconsistent with the terms and conditions of the contract given with this tender.
- (c) Rates of products of more than one Brand are quoted.
- (d) More than one rate is quoted for the Imported Art Paper (Matt finish).
- (e) The tenderer submits more than one tender or authorizes the submission of more than one tender on its behalf by one or more authorized person(s)/Company(ies).
- (f) Tender is received after the dead-line for submission of bid.
- (g) The rate is not all inclusive for delivery at the IGNOU warehouse.
- (h) Tender not submitted alongwith the required documents mentioned in Annexure-III.

11. **BID SECURITY (EARNEST MONEY)**

Quotation in the prescribed form should be submitted along with the Earnest Money Deposit of Rs. 10,000/- (Rupees Ten Thousand only) in the form of A/c Payee Demand Draft/Fixed Deposit Receipt/Banker's Cheque/Irrevocable Bank Guarantee of a scheduled commercial bank and payable to "IGNOU" at New Delhi valid for a period of not less than 120 days from the submission of bid. This period include validity for a period of 45 days beyond the bid validity period. Quotations not accompanied by the Earnest Money specified are liable to be rejected summarily.

- i) Earnest money of the unsuccessful tenderer(s) shall be refunded in due course of time.
- ii) EMD of successful tenderer will be refunded on receipt of Bank Guarantee/Demand Draft/Fixed Deposit Receipt towards Performance Security.
- iii) No interest shall be paid on Earnest Money.
- iv) Earnest money shall stand forfeited in case of the following:

- a. If the bid is withdrawn at any time before the validity period, or
- b. If the successful tenderer fails to execute the contract and / or does not deposit the security amount within the stipulated period.

12. PENALTY

Penalty will be levied on the value of the Purchase Order (lot wise) for delay in supply not adhered to delivery schedule and also for breach of contract for failing to complete the supply of papers at all.

- (a) In case the supplier fails to meet any of the conditions agreed upon, the IGNOU reserves the right to take any action it may deem proper including forfeiture of part or whole of Earnest Money, Performance Security, and /or any other amount due to supplier. If the supplier fails or neglects to observe or perform any of his obligations under the Contract it shall be lawful for the Vice-Chancellor, Indira Gandhi National Open University to forfeit either in whole or in part, in his absolute discretion, the Performance Security furnished by the tenderer and to arrange to purchase the ordered quantity of the material at the risk and expense of the tenderer. Save as aforesaid, if the supplier duly performs and completes the contract in all respects the Performance Security will be refunded to the tenderer after deducting all costs and other expenses that the University may have incurred and all dues and other moneys including all losses and damages which the Indira Gandhi National Open University is entitled to recover from the Tenderer.
- (b) The Performance Security can be forfeited by the order of the Vice-Chancellor, IGNOU, in the event of any breach or non-observance of any of the conditions of the Contract. On the expiry of the contract, such portion of the said security as may be considered by the Vice-Chancellor, IGNOU, sufficient to cover an incorrect or excess payment made on the bills of the supplier, shall be retained by him.
- (c) Any sum of money due and payable to the Supplier(s) including Performance Security refundable to him / them under this Contract may be appropriated by the IGNOU and set off against any claim of IGNOU in respect of any sum of money arising out of under any other Contract(s) made by the Supplier with the purchaser and for such purpose the purchaser shall be entitled to sell and / or realize such securities forming the whole or part of any such Performance Security in any manner whatsoever as the purchaser may think fit.
- (d) Time and promptness are essence of the contract. The time specified for delivery or completion of the orders shall be strictly adhered to and time in this respect shall be deemed to be the Essence of the Contract. If the time schedule is not adhered to and the job is delayed for reasons other than beyond supplier's control, the Vice-Chancellor, IGNOU shall be entitled at his option either to:
 - (i) Cancel the order or
 - (ii) In cases where the contractor fails to supply part or whole of the supply in the stores within the stipulated time, compensation shall be recovered @ 1% of the cost of the order for each lot for every weeks delay or part of a week.

or

The purchases shall be affected at the cost and expense of the firm after giving it due notice and the difference in price, if any, paid for purchases made from other sources shall be recovered from the firm.

In the event of any action(s) being taken under above, the cancellation of the order will be without prejudice to the right of the IGNOU and to recover from the contractor

any loss incurred thereby and the contractor will not be entitled to any compensation for such cancellation.

- (e) Tolerance limit $\pm 2.5\%$ will be taken into account for acceptance of Imported Art Paper as per weight given in PIC report. However deduction will be made on pro-rata basis absolutely on account of less average weight or less number of sheets in terms of PIC report since procurement is made as per specified weight.
- (f) Efforts should be made for Zero tolerance including rejection of supplies having shortcomings. However, deficiency found in any specification in lab test except variation in GSM will be liable for recovery by imposing appropriate penalty as decided by a committee/Sub-Committee constituted by the University for this purpose.

13. PERFORMANCE SECURITY:

The successful tenderer shall within a period of 15 days of acceptance of each supply order submit a Performance Security @ 10% of the estimated value of supply order in the form of DD/FDR/ drawn in favour of "IGNOU", New Delhi from any of the Commercial Bank. The DD/FDR as rendered by the supplier for not less than 120 days from the date of acceptance of supply order which includes the validity of 60 days beyond the date of completion of all contractual obligations of the contractor including warranty obligation.

The security deposit shall be released by the University only 60 days after completion of the ordered supply, after deducting any amount due from the Supplier.

Bid security shall be refunded to the successful bidder on receipt of Performance Security from them.

14. INCOME TAX

The successful tenderer will have to necessarily furnish a copy of the Permanent Account Number (PAN)/Tax Deduction Account No. (TAN) issued by the Income Tax Department, to the suppliers firm and/or return filed in the Income Tax office for the last financial year in the prescribed form.

- 15. Any additional levies/cess becoming due to government, or any other additional claims from the supplier during the extended period shall not be payable by IGNOU.
- 16. The rates quoted and accepted shall remain firm and not subject to any change on any ground(s) whatsoever during the validity of the tender.
- 17. The tendered quantity of Imported Art paper (Matt Finish) is based on an estimation, whereas, it may vary as per requirement of the University during the currency of the tender.

18. ADDRESS OF THE CONTRACTOR

For all purposes of the Contract, including arbitration thereunder, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified a change of address by a separate letter containing no other communication and sent by Regd. A/D. post, to the Registrar, IGNOU. The Contractor shall be solely responsible for the consequences of an omission or error to notify the change of address in the manner aforesaid. Communications to be sent to the University shall be addressed to Registrar, Indira Gandhi National Open University, Maidan Garhi, New Delhi-110068 and be sent by registered post.

19. EXERCISE OF THE POWER OF IGNOU

Any communication or notice on behalf of the IGNOU in relation to the contract may be issued

to the supplier by the Registrar or by any other officer authorized by him in the IGNOU and all such communications and notices may be served on the supplier either by registered post or under certificate of posting or by an ordinary post or by hand delivery at the option of such officer, and posting of the letter will be deemed to have been served on the supplier.

20. RESPONSIBILITY OF THE SUPPLIER FOR EXECUTING THE CONTRACT :

The Supplier shall execute the contract in all respects in accordance with the terms and conditions thereof.

(a) SUBLETTING, TRANSFERRING AND ASSIGNMENT

The Supplier shall not, save with the prior consent in writing to the Registrar, IGNOU, sublet, transfer or assign the Contract or any part thereof or any interest therein or any benefit or advantage thereof in any manner whatsoever.

(b) CHANGES IN THE FIRM

- i) If the Contractor is a partnership firm, no new partners shall be introduced in the firm, except with the prior consent in writing to the Registrar, IGNOU, which will be granted only upon execution of a written undertaking by the new partner to prior the Contract and accept all the liabilities incurred by the firm under the Contract prior to the date of such undertaking.
- ii) If on the death or retirement of any partner of the supplier firm, the said partnership firm is dissolved before the complete performance of the Contract, the Vice-Chancellor, IGNOU, may at his option, direct Registrar (Admn.) to cancel the Contract and in such case the Contractor shall have no claim whatsoever to any compensation against the purchaser.
- iii) If the contract is determined as provided in sub-clause (ii) above, notwithstanding the retirement or death of partner of the firm, the remaining partners shall continue to remain liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act has been sent by him to the Registrar, IGNOU by Regd. post/Speed post.

(c) CONSEQUENCES OF BREACH

Should the contractor or the Supplier firm or any partner of the firm commits breach of any of the conditions (a) or (b) of the above sub-clause, it shall be lawful for the Vice-Chancellor, IGNOU to direct the Registrar (Admn.) cancel the Contract and purchase or to authorise the purchase of the stores contracted for at the risk and cost of the Contractor.

- (d) The decision of the Vice-Chancellor, IGNOU as to any matter or anything concerning or arising out of the sub-clauses or any question whether the Supplier or the Contractor firm or any of the partner(s) of the Supplier firm has committed a breach of any of the conditions contained in the sub-clause shall be final and binding on the Supplier and the Supplier cannot raise any objection thereto at any point of time.

21. PRECAUTIONARY MEASURES

- (i) All items shall be supplied and all jobs should be carried out with due regard to the prescribed specifications and terms mentioned in the Supply Order/Purchase Order.
- (ii) The Contractor shall take every care to see that the work or any portion thereof does not fall into the unauthorized hands.
- (iii) The University shall not be bound by any oral or other representations sought to be made by any officer of the university Only communication of the Registrar shall have effect. This contract is the full and complete contract between the parties, and no prior discussions, negotiations representations or other offers shall bind the parties. No variations of

contract shall bind the parties unless it is in writing and signed by the Registrar (Admin.) of IGNOU.

The Contract can be terminated by the University at any time by giving 15 (fifteen) days notice in writing without assigning any reasons whatsoever.

22. EXTENSION OF TIME

- (i) As soon as it is apparent to the Supplier(s) that the respective dates for completion of the supply cannot be adhered to, an application for extension of time shall be sent to the Registrar, IGNOU, well in advance without prejudice to the rights of IGNOU, under the Contract, about the failure to execute the Contract in proper time, as aforesaid, shall have arisen from any cause (including strikes, fire and accidents resulting in stoppage of work in the factory of the Supplier) etc. which the Vice-Chancellor, IGNOU may decide as reasonable ground for any extension of time (and his decision shall be final). He may allow such additional time as he considers to be justified under the circumstances of the case on such terms and conditions as to the payment of liquidated damages or otherwise, including a term enabling the Registrar (MPDD), IGNOU to obtain supplies from elsewhere, during the said period of extension. The IGNOU may in such cases where an extension is given, direct that the Supplier shall pay as agreed, liquidated damages and not by way of penalty, such sum not exceeding 2% of the value of supplies which the Contractor(s) has/have failed to deliver as aforesaid, for each week or part of a week, during which the job may be in arrears and the decision of the Vice-Chancellor, IGNOU, shall be final and binding and the amount so payable shall be recovered by deduction from the bill(s) of the Supplier(s) or otherwise, as may be found necessary.
- (ii) All such delayed delivery effected without getting an extension of delivery period shall be deemed to have been accepted by the purchaser with the clear intension to levy liquidated damages not by way of penalty, under clause (i) of above.
- (iii) The pre-receipted bills (in triplicate) should be submitted immediately on completion of the supplies. The supplementary claim if any should also be preferred within 3 months of the last supply made. No request on this account will be entertained after that.
- (iv) Extension of time may be considered after verification by IGNOU of reason/s for a delayed supply, if so desired.

23. INSOLVENCY AND BREACH OF CONTRACT

The IGNOU may at any time, by notice in writing summarily terminate the Contract without compensation to the Contractor in any of the following event, that is to say:

- (i) If the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a Receiver appointed on the Business or an order for administration of his estate made against him or shall take any proceeding for composition under Insolvency Act for the time being in force or make any conveyance or assignment or if the firm be dissolved under the partnership Act, or.
- (ii) If the Contractor being a company is wound up voluntarily or by the order of a Court or Receiver, Liquidator or Special Officer or Administrator, or.
- (iii) If the Contractor commits any breach of Contract not herein specifically provided for:

Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue hereafter to the purchaser and provided also that the contractor shall be liable to pay to the IGNOU for any extra expenditure, he is thereby put to and the Contractor shall under no circumstances entitled to any gain or re-purchase.

24. FORCE MAJEURE:

The Supplier shall not be liable for forfeiture of its Performance Security, Liquidated Damages of Termination for Default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform his/her obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. PROCEDURE FOR SUBMISSION OF BILLS

After making supplies, the pre-receipted bill in triplicate prepared on the basis of the accepted rates should be submitted to the Registrar (MPDD), IGNOU for necessary action together with receipted delivery vouchers for the supplies made. Payment of bills will be arranged through Finance and Account Division of this University. The IGNOU reserves the right to carry out a post payment audit of the contractor's bill including all supporting vouchers. The IGNOU further reserves the right to enforce recovery of any over-payment coming to light as a result of such audit, by any or all the methods prescribed above.

26. SETTLEMENT OF DISPUTES AND JURISDICTION

The disputes shall in the first instance be tried to resolve by mutual discussions between the parties within a period of two months failing which only regular courts of Delhi/New Delhi will have the exclusive jurisdiction to adjudicate upon the matter.

Supplies under the contract shall, if reasonably possible, continue during the legal proceedings and no payment due to or payable by IGNOU shall be withheld on account of such proceedings.

27. NO WAIVER

No act of omission and commission of IGNOU shall constitute or deemed to have the effect of waiver of any right or entitlements of IGNOU in respect of this contract.

28. AUTHORITY

No communication, certificate, letter or other document issued for IGNOU shall have any effect for this contract unless it is issued by the Registrar, MPDD or under his authority.

INDIRA GANDHI NATIONAL OPEN UNIVERSITY
MAIDAN GARHI, NEW DELHI

TECHNICAL BID

To,
The Registrar,
MPDD, IGNOU
Maidan Garhi, New Delhi-110068

Subject:- Technical Bid for the supply of Imported Art Paper (Matt Finish)

Dear Sir,

In response to your letter No..... dt....., I/we hereby submit the Technical Bid for the supply of 128 GSM Imported Art Paper (Matt finish)

I/we shall abide by all the terms and conditions envisaged in your tender document. The following documents are enclosed herewith:

- | | |
|--|--------|
| 1. Earnest Money Deposit (EMD) of Rs. 10,000/- | Yes/No |
| 2. Copy of the PAN/TAN No. | Yes/No |
| 3. Income Tax Return for the last Financial Year | Yes/No |
| 4. Undertaking | Yes/No |

Signature of the bidder with Stamp

Place:.....

Date:

INDIRA GANDHI NATIONAL OPEN UNIVERSITY
MAIDAN GARHI, NEW DELHI

FINANCIAL BID

To,
 The Registrar,
 MPDD, IGNOU
 Maidan Garhi, New Delhi-110068

Dear Sir,

I/we have carefully read your tender document for procurement of 128 GSM Imported Art Paper (Matt finish) and agree to the terms and conditions stated therein and hereby quote my/our rates as under:

1.	Name of the Product	Imported Art Paper (Matt Finish)
2.	GSM	128 GSM ($\pm 2.5\%$)
3.	Paper size	23"x36"
4.	Net weight	34.2 kg per ream of 500 sheets
5.	Basic price	Rs.....per ream (in words Rupees.....
6.	Total Cost (all inclusive Taxes and all kind of charges etc.)	Rs.....per ream (in words Rupees.....

Delivery Schedule:

Period within which the supply can commence after issuance of confirmed supply order _____ days.

The rate quoted should be FOR destination of IGNOU Warehouse, R.P. Bagh, New Delhi and the supplier will bear all expenses like taxes, transportations, labour charges and other charges, if any, for supplying the Imported Art Paper to IGNOU including unloading at the warehouse in Delhi.

Signature of Tenderer

Name of Tenderer.....

Office Address:.....

.....

.....

(with rubber stamp of the Tenderer)

Place:.....

Date:

On the letter-head of the manufacturing firm

UNDERTAKING

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

Authorized Signatory

Place: _____

Date: _____

(With Rubber stamp)