

Tender Fee: Rs. 500/-

#### INDIRA GANDHI NATIONAL OPEN UNIVERSITY

#### **Tender document**

for

Supply & Installation of 60 nos. of Big size Three Sided Covered Slotted Angle Steel Rack for F&A Division of IGNOU, Maidan Garhi, New Delhi 110068

(Estimated Cost: Rs. 2,82,000/-)

Last Date for submission of Tender: 21.08.2015 at 11.00 AM

Date & Time for opening of Tender: 21.08.2015 at 11.30 AM

Registrar (Administration) (Central Purchase Unit) Indira Gandhi National Open University Maidan Garhi, New Delhi – 110068 Phone: 011-29533767, 29571408

Website: www.ignou.ac.in

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

F.No. IG/CPU/Iron-rack/F&A/2015

Dated: 31.07.2015

To		

Subject: <u>Tender document for Supply & Installation of 60 nos. of Big size Three Sided Covered Slotted Steel Angle Rack for F&A Division of IGNOU, Maidan Garhi, New Delhi 110068</u>

The University wishes to procure/install the 60 nos. of Big size Three Sided Covered Slotted Steel Angle Rack for F&A Division of IGNOU, Maidan Garhi, New Delhi 110068 having the specification (Annexure-I) from renowned/branded products from the Original Equipment Manufacturer (OEM) or their authorized firm/partner only with due certification.

#### **Terms and Conditions**

#### 1. General:

- a) The Tender Document can be purchased on payment of Rs. 500/- (Rupees Five Hundred only) in the form of DD only in favour of IGNOU, New Delhi from the office of Central Purchase Unit (CPU), Room No. 8, Block 4, IGNOU, Maidan Garhi, New Delhi 110068. This can also be downloaded from IGNOU's Website i.e. www.ignou.ac.in but in that case the same may be submitted with the requisite Tender fee along with the EMD. The Tender submitted without the Tender Fee and the EMD will summarily be rejected.
- b) The Tender Submitted without the Earnest Money Deposit (EMD) will summarily be rejected.
- c) The bidder has to bid for all items available completely. 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-VI.
- d) Bids submitted in a casual manner and without the relevant supporting documents may summarily be rejected.
- e) 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.
- f) The University, may at its discretion, extend the deadline for submission of tender.
- g) 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.

- h) 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.
- i) In case of any dispute regarding above equipments/ Goods, the decision of the University shall be final and binding upon the firm.
- j) The IGNOU reserves the right to accept or reject any tender without assigning any reasons thereof.
- k) Any act on the part of the tender to influence anybody in the University related to this Tender is liable for rejection of his tender.
- 1) The University reserves in itself the right to increase or decrease the quantity of items to be procured.
- m) 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.
- n) 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.
- o) All offers should be submitted before the time and date fixed for the receipt of offers as set forth in the tender documents. Offers received after the stipulated time and date will be summarily rejected. The Contractor must ensure that the conditions laid down for submissions of offers are correctly and completely adhered to. Tenders found deficient in any respect shall be summarily rejected.
- p) The Original Manufacturer should be ISO 9001:2000, ISO 14001:2004, OHSAS 18001:2007. Certified copy of the same is to be attached with the bid. The manufacturer/firm(s) which is/are in the process of getting the Certificate and not able to provide till the last date & time of submission of Tender the same shall render the Tenderer invalid automatically.
- q) In case the bid is submitted by the authorized dealer/firm of OEM, an authorized dealership certification from the OEM along with the Memorandum of Understanding (MOU) with the manufacturer to be furnished stating that the required items of furniture under this Tender shall be provided by them to the Tenderer till the finalization of contractual obligation with the IGNOU. However, such MOU is not required in case the original manufacturer is directly participating in the Tender.

- r) The firm/OEM should have complied with all the legal provisions pertaining to their line of business and should not be a black listed firm. An Undertaking on an Affidavit on Rs. 50/- (non-judicial stamp paper) as per annexure -VI needs to be enclosed.
- s) The original manufacturer should be registered with Excise Department of Government of India (Copy of such certificate to be attached).
- t) The OEM should have a reputed client list including government organization were such type of their product have been supplied/installed earlier or under process. The relevant copy of PO/ award letter/ Certificate to be enclosed in support of credibility.
- u) The Tender Opening and Evaluation Committee, IGNOU reserves the right to visit the plant manufacturing unit so as to ensure that all the items covered under the tender are manufactured by them.
- v) The firm should have preferably Service Center in Delhi/NCR for after sales support.
- w) Brochure/product catalogue in respect of furniture items quoted by the firm should be attached.

#### 2. Eligibility Criteria:

- a) The vendors should quote their rates for all items in **Financial bid only** otherwise their tender shall be cancelled.
- b) The firm 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

Equipment 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. The OEM/ their authorized channel partner/ firms (with supporting documents) are only eligible to apply. The firm, which are, joint venture/ consortium must submit an Agreement and authorization. The University reserve 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

Earnest Money deposit (EMD) amount for Rs. 6,000/- (Rupees Six Thousand 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 - IV*)

#### 5. Performance Security Deposit

The successful tenderer shall, before executing the order, within 15 working days of dispatch/issue of letter intimating acceptance of the offer in terms of Letter of Intent deposit an amount of Rupees equivalent to 10% of the value of the contract as security deposit for due performance of the contract. The security deposit may be furnished in the form of a Bank Guarantee/ Demand Draft/FDR drawn in favour of IGNOU or a bank guarantee from a commercial bank duly countersigned by the bankers (format of **Bank Guarantee Annexure – V**). The validity of Bank Guarantee/Security Deposit shall be for the entire period of warranty plus Two months. Failure to furnish Security Deposit/Bank Guarantee shall be treated as breach of contract and entail cancellation of the contract, forfeiture of EMD. If the tenderer is not able to supply, install, and support the ordered items completely within the specified period to the complete satisfaction of the IGNOU, the Bank Guarantee/Security Deposit shall be invoked/ forfeited as the case may be. Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

#### 6. Submission of Offer

- a. All prices and other information like discounts etc. having a bearing on the price shall be written both in figures and words in the prescribed form. Where there is a difference between amounts quoted in words and figures, the amounts quoted in words shall prevail.
- b. The Excise Duty, Sales Tax/VAT etc., as applicable should be quoted separately in the absence of which it will be presumed that they are included in the rates and IGNOU shall have no liability to pay these charges.

The offers in the prescribed format should be addressed to the REGISTRAR (Admn.) under sealed cover. This is a two-bid system. The first sealed cover shall be superscribed "Tender for Technical Bid with Commercial Terms and Conditions". The second sealed cover shall be super scribed "Financial Bid". Both these Envelopes, after being sealed properly, shall be put into a third cover super scribing "Tender document for Supply & Installation of 60 nos. of Big size Three Sided Covered Slotted Steel Angle Rack for F&A Division of IGNOU, Maidan Garhi, New Delhi 110068." which should be properly sealed and to be addressed to the Registrar (Admn), CPU, Room No 08, Block 04, IGNOU, Maidan Garhi, New Delhi, 110068.

c. The first cover shall contain all details about manufacturing/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 and earnest money deposit shall be kept in this envelope. The tenders not submitted in prescribed manner shall be summarily rejected and their Financial Bids shall not be opened. The IGNOU reserves the right to accept or reject any tender without assigning any reason.

- d. The "Technical Bids with Commercial Terms and Conditions" shall be opened in the first instance in the presence of the duly constituted Committee and the representative(s) of the firm(s)/tenderer(s) who may wish to be present. The financial bid will be opened in respect of only those firms which are found technically qualified.
- e. The "Financial Bid" must be submitted in the prescribed form (Annexure- III), which will be opened in respect of technically qualified bidders in the presence of the representative of the firm(s) who may wish to be present.

#### 7. 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. Evaluation will be item wise, however the Committee may consider overall lowest bidder for the benefit of IGNOU.
- b) If the Purchaser 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.
- c) The IGNOU reserves the right to select the tenderer on the basis of best possible features quoted. 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.

#### 8. Effect and Validity of Offer

- (a) The offer shall be kept valid for acceptance and award the contract to the successful tenderer for a minimum period of 90 (Ninety) Calendar days from the date of opening of Financial Bid or the finalization of tender/ placement of supply order whichever is earlier.
- (b) Order shall be placed as per IGNOU's requirements by the authorized Officer. The successful tenderer will supply and install complete equipment within the prescribed period of from the date of placing the Purchase Order.
- (c) The contract shall be valid for a period of one year from the date of award of contract.

- (d) 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.
- (e) 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.
- (f) 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 Purchaser, the tenderer shall automatically pass on the benefits to the Purchaser.
- (g) 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.
- (h) IGNOU reserves the right to place the order on the successful tenderer for additional quantity/installation 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 at the approved rates or prevailing market rate whichever is less.

#### 9. Delivery

The contractor/Tenderer shall deliver 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 Six weeks positively from the date of issue Purchase/Supply Order. Any delay in the supply, installation and commissioning within the time fixed or in the event of repudiation of the contract, the (IGNOU) purchaser reserves the right to recover damage for Breach of Contract as indicated below:

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.

#### 10. Payment Terms

For bids offered in Indian Rupees

(i) 100 % payment shall be made within 30 days of submission of bills duly supported by the consignee's receipt with satisfactory performance report and as governed by the following:

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. Payment shall be made subject to recoveries, if any.

(ii) 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.

#### 11. Warranty

The equipment shall have a comprehensive standard guarantee/warranty of minimum one year or so as per the standard norms of the products after successful commissioning and acceptance. The products will also be on AMC for further minimum two years by the successful bidder. Therefore, the tenderer must submit their Financial Bid including the cost of AMC for two years.

#### 12. Penalty for Delay in attending Fault Reports during the Warranty

- i. During the Warranty period, if the performance (Fault Reports) are not attended rectified within a period of 24 hours from the reporting time reported verbally or through phone/fax /letter to the contractor or his field nominee, the same shall render the contractor liable for liquidated damages at the rate of 1% (One per cent) of the total value of the faulty items per week subject to maximum of Five weeks and thereafter the IGNOU holds the option for purchasing a new system 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.
- ii. 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.

#### 13. Dispute Settlement

If the dispute cannot be settled by mutual discussion the courts at Delhi/New Delhi, India only will have the 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 "<u>Tender document for Supply & Installation of 60 nos. of Big size Three Sided Covered Slotted Steel Angle Rack for F&A Division of IGNOU, Maidan Garhi, New Delhi 110068.</u> The bid be submitted in the Tender box kept in CPU, Block No 04, Room No 08, IGNOU, Maidan Garhi, New Delhi - 110068 latest by 11.00 AM on 21.08.2015 which will be opened on the same day i.e. 21.08.2015 at 11.30 AM.

(Dr. G.S.Bisht) Assistant Registrar (CPU)

## Annexure- I

## **Detailed Specification**



Three Sided Covered Slotted Steel Angle Rack Size: 72"X36"X24"

Size: 72"X36"X24"
Angle Gauge- 14 Gauge
Shelve Gauge- 18 Gauge

**Painted** 

Required Qty. 60 Nos.

(To be filled and sent in sealed envelope no. (1))

# FORMAT OF QUOTATION FOR TECHNICAL BID (Information pertaining to deviation and compliance statement)

Sl. No.	Name of Item	Required Qty.	Specification/ make/ model, if any Deviation, if any	Deviation, if any
1	Three Sided Covered Slotted Steel Angle Rack Size: 72"X36"X24" Angle Gauge- 14 Gauge Shelve Gauge- 18 Gauge Painted	60 Nos.		

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

OTHER DETAILS/ DOCUMENTS

S. No.	Description	
1	Name of the Firm/Company/Agency	
2	Address of Firm/Company/Agency	
3	Telephone No.	
4	The details of registration(s)	
	Viz. No., Date, Validity etc. with Govt. Authorities towards incorporation of the firm, running of stated business viz. Service tax and authorized premises.	
5	Whether the firm ownership is Sole Proprietorship or Partnership	
6	If the firm is Joint Venture/Consortium, as the case may be:	
7	Annual Turnover (Certificate for last 3 years to submit)	
8	VAT/ Service Tax Code No.	
9	PAN No. (Proof to be attached)	
10	Name & Address of the Department/Ministries and other organizations where the work has been done during a period of minimum last three years. (self certified duly stamp copies of contract letter be	
11	Name and Designation of the person to whom all references shall be made regarding this tender	
12	Telephone No.	Office: Mobile:
13	Name, Address & Telephone Number of the proprietor	
14	Authorized Signatory (Name & Designation)	

#### **Annexure-III**

## **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

Sl. No.	Name of Item	Required Qty.	Specification/ make/ model, if any Deviation, if any	Rs. Per Unit (in INR)	VAT/ Tax, if any	Rs. Per Unit (inclusive tax)	Total Amount (in INR)
1	Three Sided Covered Slotted Angle Rack Size: 72"X36"X24" Angle Gauge- 14 Gauge Shelve Gauge- 18 Gauge Painted	60 Nos.					

We agree to supply the above goods in accordance with the technical specifications:	for a total contract price of Rs (amount in figures	S
- within the period specified in the Invitation for Quotations/ bid document on term	s and conditions agreed to therein including the AMC charges	
We also confirm that the warrantee/ Guarantee period for the systems shall be	year(s) from the date of installations and maintenance of the system	

## 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

**EMD** 

Name o	Name of the Company			
Details	Details of Earnest Money Deposit:			
Tender	Tender Fee Amount: Rs			
	(Rupees _			in words)
Total E	MD Amount: Rs	•	(in figures)	
	(Rupees _			in words)
	of each Demand	Draft:		
Description	Amount	Name of the Bank	DD No.	Date
Tender Fee				
EMD				

## BANK GUARANTEE PROFORMA

1. In consideration for the Vice-chancellor, Indira Gandhi National Open University (hereinafter called the IGNOU) having agreed to exempt
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 thereto liability under this present being absolute and unequivocal.
4. 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.
5. We,
6. We
7. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs Unless acclaim or suit under this

	RFEITED and Bank shall be relieved and discharged from all liabilities therein.  arantee will not be discharged due to the change in the constitution of the Bank or the pplier(s).
	lastly undertake not to revoke this Guarantee during its currency except with sent of the IGNOU in writing.
	Dated the date of2015
	For(indicate the name of bank)
	Signature
	Name of the Officer
	Designation of
	Code no.
	Name of the Bank & Branch
[To be counter s	igned by the branch bank of the indenter]

guarantee is filled with us on before...... ALL OUR RIGHTS UNDER THE GUARANTEE

## **AFFIDAVIT**

(	To	be submitted	on non-judicial s	stamp paper	of Rs. 50/- duly	v certified by	v notarv i	public)
•	_ ~	NO DUNIIII	ou non jamenta	manip paper	OI ILDI COI GGI	, columna	,,	

I	ged
under:	as
1. That I am the proprietor/ authorized signatory of M/s	ad
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 all have no objection in providing the original copy of the document(s), in case IGNOU demands it to verification.	
I hereby confirm that in case, any document, information & / or certificate submitted by me 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/sfrom participating in any futurenders.	on
5. I hereby confirm that there is no vigilance /CBI/ Criminal case pending against the first supplier and the firm has not been blacklisted in the past in any institution of the country.	m/
6. I/we do hereby undertake that before submission of bid I/We have visited/inspected the s and determined the requirement to the best of my/our knowledge. Accordingly, the requirement a 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 exaconfiguration of the sample submitted on award of work.	act
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.	
Depone	ent
I,	
Verified atthis day of	an+
(Signature & Seal of Notary)	J11l

#### 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 submitted have been signed on every page by the appropriate authority.
- 5. Please check that you have superscribed 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 asked for.
- 8. Please check that you have furnished statement of deviation, if any.
- 9. Please check the delivery period and indicate the same 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.
- 12. Please put Technical bid in one sealed envelope; Financial bid/price bid in another sealed envelope and these two bids to put in another sealed envelope.

\* \* \* \* \* \* \* \* \* \* \*