

**Tender No. IG/HC/Irrigation water/2013**



**INDIRA GANDHI NATIONAL OPEN UNIVERSITY**

**Quotation**  
**for**  
**Empanelment of firm for the supply of Irrigation water for Horticulture Cell, IGNOU,**  
**Maidan Garhi, New Delhi.**  
**(Single Bid Enquiry)**

**(Toatal Estimated Cost : 16,00,000)**

**(Estimated Cost per litre of irrigation water : Rs. 0.121)**

**Last Date for submission of Tender : 21/05/2014 at 3.00 PM**

**Date & Time for opening of Tender : 21/05/2014 at 3.30 PM**

**Chairman**  
**(Horticulture Cell)**  
**Indira Gandhi National Open University**  
**Maidan Garhi, New Delhi – 110068**

**Website : [www.ignou.ac.in](http://www.ignou.ac.in)**

## CONTENTS

<u>Sl. No.</u>	<u>Topics</u>	<u>Page No.</u>
	Details of Tender Document	
1.	Details of item -	3
2.	Terms & Conditions :	
1.	General -	3
2.	Eligibility Criteria -	3-4
3.	Compliance with the technical specifications-	4
4.	Earnest Money Deposit -	4
5.	Performance Security Deposit -	4-5
6.	Submission of Offer -	5
7.	Evaluation -	5-6
8.	Effect and Validity of Offer/Contract -	6
9.	Penalty -	6
10.	Special Term and condition -	6-7
11.	Payment Terms -	7-8
12.	Dispute Settlement -	8
3.	Annexure I (Undertaking) -	9
4.	Annexure II (Technical & Financial Bid) -	10
5.	Annexure III (Format for submission of EMD)-	11
6.	Annexure IV (Bank Guarantee <b>proforma</b> ) -	12-13
7.	Annexure V (Agreement) -	14



**INDIRA GANDHI NATIONAL OPEN UNIVERSITY**  
**Maidan Garhi New Delhi – 110 068**  
**HORTICULTURE CELL**

F. No.: IG/HC/Irrigation water/2013

Dated: 21/04/2014

To,

---

---

---

**Sub: Quotation for empanelment of firm for the supply of Irrigation water for Horticulture Cell, IGNOU, Maidan Garhi, New Delhi.**

Sir,

The University wishes to empanel a firm for the supply of Irrigation water to the Horticulture Cell as and when required for one year duration. Therefore, the sealed quotations are invited from the approved or eligible contractors of CPWD or those who are on the appropriate list of PWD/NDMC/DDA/MCD or specialized agencies through their authorized signatories to supply above goods. The rate may be quoted per litre basis which includes hundred metre of pipes with helper. The rate shall be valid initially for one year from the date of award of contract.

Before submission of bid, the firm(s) may visit the concerned department for clarification with regard to specification/quantity etc. for the purpose of proper understanding and supply (if awarded contract).

**Terms & Conditions**

**1. General :**

a) The Quotation is also available on the website of IGNOU i.e. [www.ignou.ac.in](http://www.ignou.ac.in) The intending bidder may download the Quotation containing the terms & conditions and submit the same along with the requisite EMD. The tender document is free of cost.

**2. Eligibility Criteria:**

a) 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.

b) Every page of the tender Document and the enclosures should be duly signed by the Tenderer with seal of Agency/Firm.

c) The tender submitted without the requisite EMD and other requisite relevant documents/literature and sample of the product proposed to be supplied will summarily be rejected.

- d) All correspondence pertaining to this tender should be addressed to the Chairman, Horticulture Cell, Indira Gandhi National Open University Maidan Garhi, New Delhi-110068
- e) Tender must be unconditional. Any alteration or changes in rates in tender document shall be considered as invalid and liable to be rejected.
- f) The University reserves the right to have a panel made out of the tenders submitted and in case the agency selected fails to do the job successfully or leaves the job in middle of the contract period, or decline to accept the award due to some reason the next agency will be offered the job. However the validity of the panel will be for the period of the award of contract to the first panelist and in case the second in the panel is offered the job the time-span for this will be the remaining period of the first awardee of the contract. In case the successful bidder decline to accept the award letter or to provide the services the EMD submitted by him shall be forfeited and the firm may also be black listed at the sole discretion of the IGNOU.
- g) The University reserves the right to accept/cancel/reject the specification/ Brand/ in full or any part of the tender in the interest of the University.
- h) Any act on the part of the tender to influence anybody in the University related to this Tender is liable for rejection of his/ her tenderer.
- i) An Undertaking on an Affidavit of Rs. 50/- (**non-judicial stamp paper**) as per **annexure -I** needs to be enclosed.

### **3. Compliance with the technical specifications:**

The irrigation water offered shall be of good quality suitable for vegetable, flower, lawn etc. However, higher version/additional specification if any, shall be clearly indicated alongwith the explanation. The university reserve the right to select the specification and other features as per its actual requirement. The bids/ quotation must be accompanied with the relevant document/ literature conforming the product to be supplied and services provided duly signed by the Tenderer with seal of the firm. The bid submitted in a casual manner and without proper documentation shall be summarily rejected.

**(Format of submission of technical bid is enclosed at Annexure-II)**

### **4. Earnest Money Deposit**

Earnest Money Deposit (EMD) to the amount of Rs.44000/- (Rupees Forty four thousand Only) shall be submitted along with the quotation in the form of a Demand Draft/ Banker's Cheque/ FDR/ Bank Guarantee from any nationalized/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 tender. No interest will be paid on EMD. The EMD will be forfeited if tenderer withdraw its tender during the tender validity period. However, in case of successful bidder it will be refunded only after receipt of Performance Security.

**(Format of EMD Submission is at Annexure -III)**

### **5. Performance Security Deposit**

**a)** The successful tenderer shall, before executing the order, within 15 days of despatch of letter intimating acceptance of the offer in terms of Letter of Intent/P.O., 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 Bank Guarantee/Demand Draft/FDR irrevocable (as per the format at **Annexure –IV**) drawn in favour of IGNOU, payable at New Delhi. No interest will be paid on Performance Gurantee.

b) Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

c) Failure to furnish Security Deposit shall be treated as breach of contract and entail cancellation of the contract including forfeiture of EMD.

d) If the tenderer is not able to provide the services to the complete satisfaction of IGNOU the relevant Clause(s) of the Tender shall be invoked and the University reserves the right to forfeit the Performance Security besides imposing the Penalty as per Clauses 9 of the Tender, as the case may be.

#### 6. **Submission of Offer:**

a) The bid that includes technical & financial both under single bid system must be submitted in sealed cover in the format as prescribed in **Annexure–II**. The envelope containing the bid needs to be accompanied by the EMD.

The sealed bid superscribing “**Quotation for empanelment of firm for the supply of irrigation water for Horticulture Cell, IGNOU, Maidan Garhi, New Delhi.** must be addressed to Chairman (Horticulture Cell), Indira Gandhi National Open University (IGNOU), Maidan Garhi, New Delhi 110068.

b) Late/delayed tenders due to any reason, whatsoever, will not be accepted/considered, at all, under any circumstances.

c) 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 format of Technical/ Financial bid (**Annexure- II**) Where there is a difference between amounts quoted in words and figures, the amounts quoted in words shall prevail.

d) The tenders not submitted in prescribed manner shall be summarily rejected. The IGNOU reserves the right to accept or reject any tender without assigning any reason.

e) The bid shall be opened in the presence of the representative’s of the firms who may wish to be present and the members of the duly constituted Tender Opening & Evaluation Committee.

f) On selection, the empanelled firm would be required to execute an Agreement on Rs. 100/- non-judicial stamp paper incorporating terms and conditions of the quotation/ tender document, within 15 days of issuance of letter of intent, intimating acceptance of offer of the bidder.

#### 7. **Evaluation**

a) If the IGNOU considers necessary, it may ask for revised 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

quality quoted earlier in their revised bid shall be disqualified for further consideration and EMD submitted may be forfeited.

b) The IGNOU reserves the right to select the tenderer on the basis of best possible features specification/ quality quoted. The decision of IGNOU arrived at 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 shall disqualify the tenderer for the present tender and the tenderer may be liable to be debarred from bidding for IGNOU tenders in future and EMD submitted may be forfeited.

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

## **8. Effect and Validity of Offer/ Contract**

(a) The Contract shall be valid for a period of one year from the date of award of contract. The Contract may be extended further upto two more years upon satisfactory performance report as per terms of the tender.

(b) The offer shall be kept valid for acceptance for a minimum period of 90 (Ninety) Calendar days from the date of opening the bid.

(c) Order shall be placed as per IGNOU's requirement by the authorized Officer.

(d) The rate quoted by the contractor will be applicable till complete the term of contract.

(e) IGNOU reserves the right to terminate the Contract by giving 15 days notice and without assigning any reason, whatsoever, if the services provided by the firm are found to be unsatisfactory.

## **9. Penalty**

(a) If the supplier does not make the supply within the stipulated period (including extension given, if any, as, per discretion of the University), the supplier will be liable to pay compensation equal to 1% per week of the supply order or as the Chairman of the Horticulture cell, IGNOU may decide for each day of delay in supply, provided that the entire amount of compensation shall not exceed 10% of the total amount of contract. In addition, the University reserve the right to cancel the order at the supplier's risk and cost at any time.

(b) The University shall also have the right to impose such penalty as it deems fit on the Contractor if the University is put to any financial loss directly or indirectly by any act/ omission/ fault on the part of the Contractor or any of the Personnel (s) deployed by it on the premises of the University.

(c) IGNOU will not have any liability if the trucks/ tankers/ any vehicle meets with any kinds of accident within or outside the IGNOU campus. The company/firm would be wholly responsible for it.

## 10. **Special term and conditions**

- a) Before quoting the rates, the supplier shall acquaint himself regarding the site conditions for supplying and filling of irrigation water at different locations (water tanks) at IGNOU campus. Nothing extra towards accessibility and approaching etc. will be entertained on this account beyond to their quoted rates. The quantities mentioned in the Schedule are tentative subject to deviation in plus or minus and the payment shall be made as per actual quantity supplied by the agency.
- b) The Agency shall provide its contact number., such as Mobile No., as Land Line No. and email id etc., for communication purpose.
- c) The University reserve the right of accepting/rejecting any or all tender without assigning any reason thereof. The decision of the university shall be final.
- d) The agency has to supply irrigation water on an average 06 tankers (12,000 litre) per day from the month of Feb. to June, 01 tankers (12,000 litre) per day from July to August and 04 tankers (12,000 per litre) per day from September to Jan. However, the quantity of supply of water tankers per day may increase or decrease depending upon the actual requirement, as per climatic conditions. Accordingly the supplier has to supply irrigation water as per site requirement every day, for this purpose the supplier or his representative has to keep close watch on the requirement of irrigation water at IGNOU Campus. In case any crises of irrigation water arises due to non-supply of irrigation water by the agency, the department will arrange the irrigation water at the risk and cost of the agency and the amount thus, incurred will be re-covered from the bills/PBG of the agency on actual basis.
- e) The payment shall be made to the agency within one month after the receipt of the bill along with the challan. The challan shall be in triplicate form and the agency has to submit 01 challan from individual trip at main gate of security department, IGNOU and second 01 shall be deposited at representative use of end.
- f) All precautionary measures shall be adopted to carry out the supply. During the contract if any accident/misshaping/Traffic Challans etc., occurs including damage to buildings/IGNOU Property then the agency shall be fully responsible for the same.
- g) The university reserve the right for stopping the supply of water from the supplier at any point of time without assigning any reason.

## 11. **Payment Terms**

- a) The pre-receipt bill may be sent to the Chairman, Horticulture Cell, Indira Gandhi National Open University, Maidan Garhi, New Delhi-110068 for processing and payment.
- b) 100 % payment shall be made after the receipt of goods in full amount and submission of bills duly supported by the satisfactory performance from the user i.e. Horticulture cell.

- c) No part of the contract price shall become due or payable until the tenderer has provided the services to the complete satisfaction of IGNOU. Payment shall be made subject to recoveries, if any.
- d) The TDS and any other Government levies as applicable shall be deducted on bill amount as per the Govt. of India/IGNOU's instructions issued from time to time.
- e) The material, if found not according to the specifications as specified by the University and so not acceptable to the University, shall be lifted by the Supplier at his own cost and arrangement shall be made for replacement of the supply and complying with the P.O. issued by the Horticulture cell on an immediate basis failing which clause 9 (a) shall be invoked.

## 12. **Dispute Settlement**

If the dispute cannot be settled by mutual discussion within 30 days as provided herein, the courts at Delhi/ New Delhi, India only will have the jurisdiction to adjudicate upon the matter.

You are, therefore, requested, to quote your most competitive rate and submit the quotation in a sealed envelope superscribing "**Quotation for empanelment of firm for the supply of irrigation water for Horticulture Cell, IGNOU, Maidan Garhi, New Delhi.**" alongwith the requisite documents addressing the Chairman, Horticulture Cell, Indira Gandhi National Open University, Maidan Garhi, New Delhi 110068 latest by **3.00 PM on 21/05/2014** which will be opened on same day i.e. **21/05/2014 at 3.30 PM**

(S.K. Yadav)  
Chairman (Horticulture Cell)



**AFFIDAVIT**

(On Rs. 50/- Non- Judicial stamp paper duly notarized by authorized notary)

I/We ..... hereby declare that:

1. I am the authorized signatory of M/s..... having office at.....
2. I/We am/are the manufacturers/ authorized agents/ distributors of .....
3. I/We do hereby offer to supply the goods at the prices and rates mentioned in the price Bid. The rates quoted are after the survey and keeping in view the work details.
4. I/We agree to abide by my/our offer for a period of 01 year from the date of opening of the tender as per the terms of tender, as the case may be.
5. I/We do agree for all clauses and payment terms and conditions of this tender enquiry and undertake to abide by them.
6. I/We also declare that in case of change, merger, dissolution, solvency etc. in their organization; our Principals would take care of the Guarantee/Warranty/Maintenance of the machinery/equipment and our Principals have provided a written undertaking for the same, separately.
7. I/We undertake to deliver the goods as per the tender.
8. I/We have carefully read and understood all the terms and conditions of the tender and technical specifications. We shall abide by them.
9. I/We also declare that no criminal case of any kind is pending against me/us.
10. I/We the manufacturer and their authorized firm/ dealer specialized supplier in case it is being authorized on behalf of original manufacturer, has not been blacklisted/debarred by any of the Govt. Department/University/Public Sector undertaking etc. during the last three years needs to be provided.
11. All the information/documents/ certificates submitted by M/S.....alongwith this tender are genuine and true and nothing has been concealed.
12. I/We confirm that in case any document, information &/or certificate submitted by me is found incorrect/false the university at its discretion may disqualify/ reject my application for this tender and also debar me/M/S..... from participating in any future tenders.

DEPONENT  
DATE

I/We.....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 and no part is false.

Verified at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

(Signature of the Notary)

DEPONENT  
DATE

(To be filled and sent in sealed envelope no. (1))  
**FORMAT OF QUOTATION FOR TECHNICAL & FINANCIAL BID**  
**(Single Tender Enquiry)**

1. Name of the Firm:
2. Address:
3. Whether the firms ownership is Sole Proprietorship or partnership:
4. PAN/TAN No. (to be attached):
5. Landline/Mobile No.:
6. Authorized Signatory (Name and Designation):
7. Copy of ITCC/STC/ Audit copies of the I.T. return etc (To be attached):
8. Undertaking attached: (Yes/No)
9. Rates including carriage, royalty and all other expenses:

S.No.	Product	Description/ Quality Specification offered	Rs. Per litre (in INR)	VAT/ Tax, if any	Total Amount (in INR)
1	Irrigation water	(1) Irrigation water shall be of good quality. (2) It shall be free from any foreign material. (3) The quoted rates includes royalty, carriages and all other expenses (4) Supplier shall provide 100 metre of pipes and a helper for filling of water tank from tanker			

We agree to supply the above goods in accordance with the specifications @  
 Rs. .... Per litre ..... within the period specified in the Invitation for  
 Quotations/ bid document on terms and conditions agreed to therein.

**Other forms and formats for submission****EARNEST MONEY DEPOSIT AND TENDER FEE DETAILS**

Name of the firm/ agency \_\_\_\_\_

Details of Earnest Money Deposit :

1. Total EMD Amount : Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_ in words)

Details of each Demand Draft :

S.No.	Amount	Name of the Bank	DD No.	Date
1				

Date :

**BANK GUARANTEE PERFORMA**

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 or 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 ` .....
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 thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
4. We,..... Further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the **performance of the said Agreement/ validity of the offer** and that it shall continue to be enforceable till all the dues of the IGNOU under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till ..... that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the ..... Guarantee thereafter.
5. We ..... further agree with the IGNOU that the IGNOU shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IGNOU against the

said contractor(s) and the forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission of the part of the IGNOU or any indulgence by the IGNOU to the said contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding any thing contained herein above our liability under the guarantee is restricted to Rs. .... And shall remain in force until ..... Unless acclim 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 of .....2013

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]

**(Agreement on Rs. 100/- non-judicial stamp paper)**

AGREEMENT BETWEEN INDIRA GANDHI NATIONAL OPEN UNIVERSITY AND  
SUPPLIER (NAME OF THE AGENCY).