



INDIRA GANDHI NATIONAL OPEN UNIVERSITY

MaidanGarhi, New Delhi-110 068

Central Purchase Unit

SPEED POST

F.NO. IG/CPU/LHVC/ENV/2013-14

Date: 03/09/2013

Invitation to Tenderer

To

Sub: Empanelment of Firm(s) for printing and supply of Envelopes/Letter-Heads/Visiting Cards

Sir,

Indira Gandhi National Open University (IGNOU), invites sealed limited quotations for empanelment of firm(s) for supply of Envelopes/Letter-heads/Visiting cards on Rate Running Contract for a period of one year. Enclosed hereto are as follows:

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	:	Bank Guarantee Performa
Annexure - V	:	Check List
Annexure-VI	:	Affidavit _ (To be submitted on non judicial stamp paper of Rs. 50/- duly certified by notary public.

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 (www.ignou.ac.in), which can be downloaded.

Yours Sincerely

(Mukesh Kumar)
Asstt.Registrar(CPU)



INDIRA GANDHI NATIONAL OPENUNIVERSITY

TENDER DOCUMENT

For

Empanelment of firm(s) for printing and supply of Envelopes/Letter-Heads/Visiting Cards

Last Date & Time for submission of Tender: 19/09/2013 upto 2.30 p.m.

Date & Time for Opening of Tender: 19/09/2013 at 3.00 p.m.

Registrar (Admn.)

Annexure - I**TECHNICAL BID****SPECIFICATIONS FOR VARIOUS TYPES OF ENVELOPES /LETTER-HEADS/ VISITING CARDS - SCHEDULE OF REQUIREMENTS**

Sl.No	Specifications	Quantity (Approx)	Remarks (Capacity to supply specifications etc.)
1	White Window Envelope – Size 10” x 7 “ - Window 12 x 6 cms 100 GSM – with single colour in Bilingual printing.	6,00,000	
2	White Envelope – Size 10” x 4 ½ “ -, 95 GSM – with single colour Bilingual printing.	3,00,000	
3	White Window Envelope – Size 10” x 4 ½ “ -, Window 11 x 6 cms - 95 GSM – with single colour Bilingual printing	6,00,000	
4	White Envelope – Size 9 “ x 6 “ – 100 GSM – with single colour Bilingual printing.	90,000	
5	White Envelope – Size 9“ x4 “ – 95 GSM – with single colour Bilingual printing.	1,20,000	
6	White Clothlined Envelope – Size 12” x 10 “ (24 x 24 threads) – 120 GSM – with single colour Bilingual printing	20,000	
7	White Laminated Envelope – Size 12”x10”, - 120 GSM. With single colour Bilingual printing	20,000	
8	White Laminated Envelope – Size 14” x 10 “ – 120 GSM – with single colour Bilingual printing	1,20,000	
9	White Self Adhesive Envelope – 10”x4½” Size 100 GSM with Single Colour Printing in Bilingual for VCO/PVCO	15,000	
10	White Clothlined Envelope – Size 10” x 7 “ (24 x 24 threads) – 120 GSM – with single colour Bilingual printing	15,000	
11	Yellow Cloth line Envelope – Size 16 “ x 12 “ – 24 x 24 threads – 105 GSM – with single colour Bilingual printing.	75,000	

Signature & Rubber Stamp of the firm

Annexure - I**SPECIFICATIONS FOR VARIOUS TYPES OF ENVELOPES/ LETTER-HEADS/ VISITING CARDS - SCHEDULE OF REQUIREMENTS**

Sl.No	Specifications	Quantity (Approx)	Remarks (Capacity to supply specifications etc.)
12	Yellow Laminated Envelope – Size 12 x 10 “ – 105 GSM – with single colour Bilingual screen printing.	30,000	
13	Yellow Laminated Envelope – Size 10 “ x 7 “ – 105 GSM – with single colour Bilingual screen printing	25,000	
14	Yellow Envelope – Size 10 “ x 7 “ – 105 GSM – with single colour Bilingual printing	50,000	
15	Yellow Envelope – Size 16 “ x 12 “ – 105 GSM – with single colour Bilingual printing	25,000	
16	Yellow Clothline Env., Size 18”x14” (24 x 24 threads), 105Gsm. With single colour Bilingual Printing	15,000	
17	Yellow Laminated Envelope – Size 16 “ x 12 “ – 105 GSM – with single colour Bilingual screen printing	30,000	
18	Yellow Envelope – Size 14” x 10 “ – 105 GSM – with single colour Bilingual screen printing.	10,000	
19	Yellow Laminated Envelope – Size 14” x 10 “ – 105 GSM – with single colour Bilingual screen printing.	10,000	
20	Brown Envelope – Size 10” x 7 “ – 100 GSM – with single colour Bilingual printing	1,20,000	
21	Brown Envelope – Size 10” x 7 “ – 120 GSM – with single colour Bilingual printing	60,000	
22	Brown Cloth lined Envelope – Gate Type – 25.5 x 33 cms – Flap 10 cms – Gate 6 cms – 24 x 24 threads – 120 GSM – with single colour Bilingual printing	60,000	
23	Brown Cloth lined Envelope – 25.5 x 33 cms – Flap 8 cms – 24 x 24 threads – 120 GSM – with single colour Bilingual printing	35,000	
24	Orange Pastel Env., Size 10”x7”, 105Gsm. With single colour Bilingual printing	6,000	
25	Orange Pastel Env., Size 9”x4”, 105Gsm. With single colour Bilingual printing	6,000	

Signature & Rubber Stamp of the firm

Annexure - I

SPECIFICATIONS FOR VARIOUS TYPES OF ENVELOPES/LETTER-HEADS/VISITING CARDS – SCHEDULE OF REQUIREMENTS

Sl.No	Specifications	Quantity (Approx)	Remarks (Capacity to supply specifications etc.)
	Letter Heads		
26	German DO Paper – 100 GSM – 02colour screen Bilingual printing (02 colour in Gloss) – A 4 size	1000 Pads	
27	German DO Paper – 100 GSM – 02colour screen Bilingual printing (02 colour in Gloss) – A 5size	1000 Pads	
28	DO Paper – 100 GSM – 02colour screen Bilingual printing – A 4 size	1000 Pads	
29	DO Paper – 100 GSM – 02colour screen Bilingual printing – A 5 size	1000 Pads	
30	Executive Bond Paper – 100 GSM – 02colour screen Bilingual printing – A 4 size	2000 Pads	
31	Executive Bond Paper – 100 GSM – 02colour screen printing – A 5 Size	2000 Pads	
32	Executive Bond Paper, 100 GSM. With single colour screen ptg. – A-4 size (Continuation Sheets for Letter-Heads)	200 Pads	
	Visiting Cards		
33	German Kent – 350 GSM – 02colour screen Bilingual printing (2 colour Gloss)	5000	
34	Ivory Card – 350 GSM – 02colour screen Bilingual printing	40,000	

Signature of Proprietor/ Manager/
Authorised Representative of the Tenderer with Seal

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

- a) Sample of Envelopes/Letter-Head/Visiting Card Paper to be supplied indicating the grammage of the paper and name of the paper mill.**
- b) The details of VAT/TIN/PAN/Sales Tax Registration No.**
- c) Minimum delivery period(Maximum period 15 days from the date of receipt of purchase order)**
- d) Normally minimum Quantity of 1000 Nos. of Envelopes, 500 sheets (5 Pads) of Letter-Heads and 100 Visiting Cards will be ordered in a single lot. However, in case of urgent requirements, a single order of less than 5 Pads of Letter-Heads /100 V. Cards/1000 Envelopes will be placed for supply.**
- e) Validity of offer_____.**

Signature:

Address of the firm with rubber stamp:

FINANCIAL BID**RATES AS PER SPECIFICATIONS FOR VARIOUS TYPES OF ENVELOPES
/LETTER-HEADS/ VISITING CARDS**

Sl.No	Specifications	Quantity (Approx)	Rates (in Rs.) (Per thousand) Incl. VAT
	<u>Envelopes</u>		
1	White Window Envelope – Size 10” x 7 “ - Window 12 x 6 cms 100 GSM – with single colour in Bilingual printing.	6,00,000	
2	White Envelope – Size 10” x 4 ½ “ -, 95 GSM – with single colour Bilingual printing.	3,00,000	
3	White Window Envelope – Size 10” x 4 ½ “ -, Window 11 x 6 cms - 95 GSM – with single colour Bilingual printing	6,00,000	
4	White Envelope – Size 9 “ x 6 “ – 100 GSM – with single colour Bilingual printing.	90,000	
5	White Envelope – Size 9“ x4 “ – 95 GSM – with single colour Bilingual printing.	1,20,000	
6	White Clothlined Envelope – Size 12” x 10 “ (24 x 24 threads) – 120 GSM – with single colour Bilingual printing	20,000	
7	White Laminated Envelope – Size 12”x10”, - 120 GSM. With single colour Bilingual printing	20,000	
8	White Laminated Envelope – Size 14” x 10 “ – 120 GSM – with single colour Bilingual printing	1,20,000	
9	White Self Adhesive Envelope – 10”x4½” Size 100 GSM with Single Colour Printing in Bilingual for VCO/PVCO	15,000	
10	White Clothlined Envelope – Size 10” x 7 “ (24 x 24 threads) – 120 GSM – with single colour Bilingual printing	15,000	
11	Yellow Cloth line Envelope – Size 16 “ x 12 “ – 24 x 24 threads – 105 GSM – with single colour Bilingual printing.	75,000	

Signature & Rubber Stamp of the firm

Annexure – II

**RATES AS PER SPECIFICATIONS FOR VARIOUS TYPES OF ENVELOPES/
LETTER-HEADS/ VISITING CARDS**

Sl.No	Specifications	Quantity (Approx)	Rates (in Rs) (Per thousand) Incl. VAT
12	Yellow Laminated Envelope – Size 12 x 10 “ – 105 GSM – with single colour Bilingual screen printing.	30,000	
13	Yellow Laminated Envelope – Size 10 “ x 7 “ – 105 GSM – with single colour Bilingual screen printing	25,000	
14	Yellow Envelope – Size 10 “ x 7 “ – 105 GSM – with single colour Bilingual printing	50,000	
15	Yellow Envelope – Size 16 “ x 12 “ – 105 GSM – with single colour Bilingual printing	25,000	
16	Yellow Clothline Env., Size 18”x14” (24 x 24 threads), 105Gsm. With single colour Bilingual Printing	15,000	
17	Yellow Laminated Envelope – Size 16 “ x 12 “ – 105 GSM – with single colour Bilingual screen printing	30,000	
18	Yellow Envelope – Size 14” x 10 “ – 105 GSM – with single colour Bilingual screen printing.	10,000	
19	Yellow Laminated Envelope – Size 14” x 10 “ – 105 GSM – with single colour Bilingual screen printing.	10,000	
20	Brown Envelope – Size 10” x 7 “ – 100 GSM – with single colour Bilingual printing	1,20,000	
21	Brown Envelope – Size 10” x 7 “ – 120 GSM – with single colour Bilingual printing	60,000	
22	Brown Cloth lined Envelope – Gate Type – 25.5 x 33 cms – Flap 10 cms – Gate 6 cms – 24 x 24 threads – 120 GSM – with single colour Bilingual printing	60,000	
23	Brown Cloth lined Envelope – 25.5 x 33 cms – Flap 8 cms – 24 x 24 threads – 120 GSM – with single colour Bilingual printing	35,000	
24	Orange Pastel Env., Size 10”x7”, 105Gsm. With single colour Bilingual printing	6,000	
25	Orange Pastel Env., Size 9”x4”, 105Gsm. With single colour Bilingual printing	6,000	

Signature & Rubber Stamp of the firm

**RATES AS PERSPECIFICATIONS FOR VARIOUS TYPES OF
ENVELOPES/LETTER-HEADS/VISITING CARDS**

Sl.No	Specifications	Quantity (Approx)	Rates (in Rs.) (Per Pad 100 Sheets) Incl. VAT
	Letter Heads		
26	German DO Paper – 100 GSM – 02colour screen Bilingual printing (2 colour in Gloss) – A 4 size	1000 Pads	
27	German DO Paper – 100 GSM – 02colour screen Bilingual printing (2 colour in Gloss) – A 5size	1000 Pads	
28	DO Paper – 100 GSM – 02colour screen Bilingual printing – A 4 size	1000 Pads	
29	DO Paper – 100 GSM – 02colour screen Bilingual printing – A 5 size	1000 Pads	
30	Executive Bond Paper – 100 GSM – 02colour screen Bilingual printing – A 4 size	2000 Pads	
31	Executive Bond Paper – 100 GSM – 02colour screen printing – A 5 Size	2000 Pads	
32	Executive Bond Paper, 100 GSM. With single colour screen ptg. – A-4 size (Continuation Sheets for Letter-Heads)	200 Pads	
	Visiting Cards		Rates (in Rs) (Per hundred) Incl. VAT
33	German Kent – 350 GSM – 02 colour screen Bilingual printing (2 colour Gloss)	5000	
34	Ivory Card – 350 GSM – 02 colour screen Bilingual printing	40,000	

Signature of Proprietor/ Manager/
Authorised Representative of the Tenderer with Seal

Note:

Certified that the rates quoted above are:

- a) Inclusive of VAT/ST.**
- b) Inclusive of the Transportation Cost at the required site.**

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

Signature:

Address of the firm with rubber stamp:

Annexure-III

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 manufacturers, major distributors/Printers for Empanelment of firm(s) for printing and supply of Envelopes/Letter-heads/visiting cards on Rate Running contract for a period of one year as per the Specifications/Schedule of Requirements (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 document. Offers received after the stipulated time and date will be summarily rejected. The Tenderer must ensure that the conditions laid down for submissions of offers are correctly and completely adhered to. Tenders found deficient in any respect shall be summarily rejected. Similarly, conditional offers/offers with terms and conditions inconsistent 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-V**. 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.
- 1.9 The University reserves the right to place the order amongst other empanelled firms also on L-1 rates in case of bulk / urgent requirements.

Signature and Seal of the Tenderer

2 Submission of Tender:

- 2.1 The tender complete in all respects should be addressed to the Registrar (Admn.), IGNOU, so as to reach on or before the **last date of submission on 19/09/2013 upto 2.30 p.m. in Central Purchase Unit (Admn.), Room No. 17, Block No. 4, Maidan Garhi, New Delhi - 110068.**
- 2.2 The Technical bid will be opened **on 19/09/2013 at 3.00 p.m.** Financial bids of the suppliers who are qualified in the technical bid will be opened at a later date.

3. Submission of Offer

- 3.1 The tender in the prescribed format must be under sealed cover. This is a two-bid system. The first cover should be superscribed "**Technical Bid for Empanelment of firm(s) for "Printing and supply of Envelopes/Letter-Heads/Visiting Cards"**". The second cover should be superscribed "**Financial Bid for Empanelment of firm(s) for "Printing and supply of Envelopes/Letter-Heads/Visiting Cards"**". 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 Registrar (Admn.), IGNOU, Maidan Garhi, New Delhi superscribing "**Tender bid for Empanelment of firm(s) for Printing and supply of Envelopes/Letter-Heads/Visiting Cards"**". If the outer envelope is not sealed properly, the tender is liable to be rejected.
- 3.2 Envelope No. (1) shall contain all the Technical details 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 pre-qualification conditions shall be summarily rejected and their Financial Bids shall not be opened.
- 3.3 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.
- 3.4 The "**Technical bid**" shall be opened in the first instance in the presence of tenderers or their authorised representatives. Only one authorised representative per tenderer will be permitted to be present at the time of opening of the tender.

Signature and Seal of the Tenderer

3.5 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.

3.6 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. Background Information

4.1 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 while submitting the technical bid.

4.2 In case, the tenderer feels necessary to provide any additional information, they may give on a separate sheet and enclose it with Technical Bid.

5. Compliance with the technical specifications:

5.1 Deviations from the specification, if any, shall be clearly indicated along with explanations.

5.2 IGNOU may accept such specifications that ensure same or higher quality than the prescribed one. However, the decision of the University in this regard shall be final.

Signature and Seal of the Tenderer

6. Earnest Money Deposit:

- 6.1 The Earnest Money Deposit amount of Rs. 40,000/- (Rupees Forty Thousand Only) 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 -IV) from any Scheduled Bank. The Bank Guarantee shall remain valid for a period of 90 days. Any tender not accompanied by Earnest Money shall be summarily rejected.
- 6.2 The EMD shall remain with the IGNOU during the period of validity of the offer, i.e. minimum period of ninety (90) calendar days from the date of opening of tender.
- 6.3 No Interest shall be paid by the IGNOU on the EMD for the above said period.
- 6.4 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.
- 6.5 If the successful tenderer fails to furnish a Performance/Security deposit, on terms and conditions as laid down by the IGNOU, the Earnest Money shall be forfeited.
- 6.6 The EMD of all unsuccessful tenderers shall be returned within a reasonable period (normally 30 days) after finalization of the tender.

Signature and Seal of the Tenderer

- 7.1 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.

8. Evaluation of Offer:

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 All available technical literature, catalogues and other data in support of the specification and details of the items should be furnished along with the offer.

9. Acceptance of Tender:

- 9.1 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.

Signature and Seal of the Tenderer

10. Effect and Validity of Offer:

- 10.1 The offer shall be kept valid for acceptance for a minimum period of one year 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 upto 3 years after the expiry of one year on mutually agreed terms.
- 10.2 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.

11. Security Deposit/Performance Security:

- 11.1 The successful tenderers shall, after the order is placed, deposit a sum equivalent to 10% of the value of contract as security deposit for due performance of the contract. The security deposit may be furnished in the form of a bank draft/Bank Guarantee/FDR/Banker's Cheque drawn in favour of IGNOU from a scheduled bank. The validity of Performance Security shall be for a period of sixty days more than the validity of empanelment period. Failure to furnish security deposit shall be treated as breach of contract and entail cancellation of the offer of acceptance, forfeiture of EMD and procurement of goods from the next acceptable tenderer at the Cost and risk of the contractor.
- 11.2 If the tenderer is not able to supply the goods within the specified period to the complete satisfaction of the IGNOU, the Bank Guarantee shall be invoked.

12. Period & Terms of Delivery:

- 12.1 The tenderers will supply the complete material within a maximum period of 15 **days** from the date of issue of Purchase Order.
- 12.2 100% payment shall be made on satisfactory receipt/ Acceptance/ Performance Report and after submission of all required documents. 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.

Signature and Seal of the Tenderer

- 12.3 The contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air, to with stand transit hazards and ensure safe arrival at the destination. The packing and marking of packages shall be done by and at the expense of the contractor. The purchaser will not pay separately for transit insurance, all risks in transit being exclusively of the contractor.
- 12.4 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.
- 12.5 Wherever required, **Test Certificate** should be sent alongwith the dispatch of documents.
- 13 **ACCEPTANCE OF STORES**
- 13.1 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.

14 **REJECTED STORES**

- 14.1 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 advise 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.

Signature and Seal of the Tenderer

15. Penalty for Delay in supply:

- 15.1 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% of the value of the delayed goods per week or part thereof subject to maximum of 10% percent of the Contract value of delayed Supplies or as may be deemed fit by Competent Authority. Thereafter the IGNOU holds the option for Empanelment of firm(s) for Printing and supply of "Envelopes / Letter-heads / visiting cards" from other Tenderers and invoking the Bank guarantee of the Tenderer to recover the difference in Cost.
- 15.2 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.

16. 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.

17 Guarantee & Replacement:

17.1 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.

Signature and Seal of the Tenderer

- 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.

18 PAYMENT

- 18.1 The University will pass Supplier's bill for payment only after the stores have been received, inspected and accepted by the purchaser on the basis of test reports submitted. Normally payment will be made for the accepted stores within sixty working days from the day of receipt of the materials though it shall not be binding on IGNOU in unforeseen circumstances.

- 19 In case the tender submitted by the tenderer is accepted by the University and the contract is awarded to the tenderer, then the Contractor shall within fifteen days(15) days of acceptance of his tender execute an agreement with the University on Rs. 100/- stamp paper incorporating all the terms and conditions under which the University accepts his tender.

- 20. Further to the above, the Contractor shall submit an affidavit in the enclosed format on a Rs. 50/- stamp Paper alongwith the tender document.
(Annexure – VI)

Signature and Seal of the Tenderer

Annexure- IV

BANK GUARANTEE PROFORMA

1. In consideration for the Vice-chancellor, Indira Gandhi National Open University (hereinafter called the IGNOU) having agreed to exempt (hereinafter called “the said contractor(s)” from the demand, under the terms and conditions of an Agreement dated made between..... and of EMD/Performance Security for the due fulfillment of the said contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs..... (Rupees) (indicated the name of the bank) at the request of contractor(s) do hereby undertake to pay to the IGNOU an amount not exceeding Rs. Against any loss or damage caused to or suffered would be caused to or suffered by the IGNOU by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said agreement.
2. We do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely 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 Rs.....
3. We undertake to pay the IGNOU any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating there to liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment 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 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 acclaim 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. Welastly 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)

Annexure - V

CHECK - LIST

1. Please check that you have submitted the Earnest Money as per the schedule and enclosed the Bank Draft in Envelope (1) of the tender.
2. Please check whether you have studied the detailed conditions regarding the submission of Performance Security Deposit.
3. Please check that the tender and tender documents have been signed by appropriate authority.
4. Please check that you have super scribed the envelope as per Terms and Conditions of tender indicating the correct address of the addressee.
5. Please check that you have enclosed the performance statement regarding similar work undertaken in the past.
6. Please check that your tender is valid for the period as asked for.
7. Please check that you have furnished statement of Deviation, if any.
8. Please check the delivery Period correctly and precisely.
9. Please check the eligibility criteria for the Tender.

* * * * *

Signature:
Address of the firm with rubber stamp

Annexure- VI

AFFIDAVIT

(To be submitted on non-judicial stamp paper of Rs. 50/- duly certified by notary public)

I,.....S/o Sh....., aged
.....years, R/o....., do hereby solemnly affirm and
declare as under:-

1. That I am the Proprietor / authorized signatory of M/s
having Head Office /Registered Office at.....
2. That the information / documents / Experience certificates submitted by
M/s..... along with this tender for “ (Please specify the Name
of Work”) in IGNOU are genuine and true and nothing has been concealed.
3. I shall have no objection in case IGNOU verifies them from issuing authority (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.
- 6.

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 atthis.....day

Of.....

DEPONENT

(Signature & Seal of Notary)

