

Bid Document

E-TENDER

Tender Reference No: IG/CPU/Security/Flag/2018

Dated: 03/12/2018

Online bids (Technical & Financial) from eligible bidders are invited for and on behalf of the Vice-Chancellor, IGNOU for **“supply and installation of 10 nos. Giant Indian National Flag (tricolor) of Size 30’ X 20’ in 100% Knitted Polyester, with reinforced super-strong nylon webbing on all 3 sides with a rope/eyelets in front of VC’s office of IGNOU at IGNOU Head Quarter, Maidan Garhi, New Delhi-110068”**.

Name of work	TENDER DOCUMENT FOR “Supply and installation of 10 nos. Giant Indian National Flag (tricolor) of Size 30’ X 20’ in 100% Knitted Polyester, with reinforced super-strong nylon webbing on all 3 sides with a rope/eyelets in front of VC’s office of IGNOU at IGNOU Head Quarter, Maidan Garhi, New Delhi-110068”
Estimated cost	Rs. 2.50 Lakhs approx.
Period of contract	ONE YEAR
<i>Earnest Money Deposit to be submitted</i>	Rs. 5,000/-
<i>Date of Publishing</i>	03/12/2018 (16:00 Hrs.)
<i>Clarification Start Date and Time</i>	03/12/2018 (16:30 Hrs.)
<i>Clarification End Date and Time</i>	05/12/2018 (16:30 Hrs.)
<i>Bid Submission Start Date</i>	05/12/2018 (17:00 Hrs.)
<i>Queries (If any)</i>	No queries will be entertained after clarification end date and time
<i>Last Date and time of uploading of Bids</i>	26/12/2018 (13:00 Hrs.)
<i>Last Date and time of physically submitting EMD at IGNOU</i>	26/12/2018 (13:30 Hrs.)
<i>Date and time of opening of Bids</i>	27/12/2018 (15:00 Hrs.)

Interested parties may view and download the tender document containing the detailed terms & conditions from the website <http://eprocure.gov.in/eprocure/app>.

MANUAL BIDS SHALL NOT BE ACCEPTED

except for the original documents/instruments as mentioned in this tender.

Bidders should regularly visit the website to keep themselves updated.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e. <http://eprocure.gov.in/eprocure/app> , using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

REGISTRATION

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the “Online Bidder Enrollment” option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii) During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the firms/ bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ Smartcard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their userID/ password and the password of the DSC/ eToken.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

- (i) For preparation of bid, Bidders shall search the tender from published tender list available on the site and download the complete tender document and should take into account corrigendum, if any published, before submitting their bids.
After selecting the tender document same shall be moved to the ‘My favorites’ folder of bidders account from where bidder can view all the details of the tender document.

- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any pre-bid clarifications, if required, the same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should make ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**
- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under “My Space/ Other Important Document” option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

SUBMISSION OF BIDS:

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) Bidder should prepare EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BC/BG/ others, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iv) Bidders shall select the payment option as offline to pay EMD and enter details of the DD/BC/BG/others.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.**

Bidders shall download the Schedule of Quantities & Prices i.e. Schedule-A, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only.

If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected and further dealt as per provision of clause no 23.0 of ITB including forfeiture of EMD. The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.

- (ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
- (x) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi) Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

ASSISTANCE TO BIDDERS:

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. The contact number for the helpdesk is 011-29571417, 29534223 between 10:30 hrs to 17:00 hrs (Monday to Friday).
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk.

Toll Free Number 1800-3070-2232. Mobile Nos. 91-7878007972 and 91-7878007973.

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Tender Reference No: IG/CPU/Security/Flag/2018

Tender Fee : NIL
Earnest Money : Rs. 5,000/- (Rupees Five Thousand Only)

Scanned Copy of EMD must be submitted online on CPP Portal:-
<http://eprocure.gov.in/eprocure/app>

And

Physical copy of only EMD separately must be submitted on due date and before 26/12/2018 (13:30 hrs.) of tender closing in the office of the Section Officer, Central Purchase Unit, Block 04, Room No-17, at IGNOU Campus, Maidan Garhi, New Delhi - 110 068.

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INSTRUCTIONS TO THE BIDDER

INSTRUCTIONS TO THE BIDDER FOR e-PROCUREMENT

1. Preparation and Submission of Bids

- a. The detailed tender documents may be downloaded from <http://eprocure.gov.in/eprocure/app> till the last date of submission of tender. The tender may be submitted online through CPP Portal <http://eprocure.gov.in/eprocure/app>
- b. The bidder should submit the bid online in two parts viz. Technical Bid and Financial Bid. Technical Bid, & scanned copy of EMD should be uploaded online in cover-1 and Financial Bid in **“.xls”** should be uploaded online in cover-2

Both Technical and Financial Bid covers should be placed online on the CPP Portal (<http://eprocure.gov.in/eprocure/app>).

- 2. Technical Bid:** Signed and Scanned copy of the Technical bid documents as under must be submitted online on CPP Portal: <http://eprocure.gov.in/eprocure/app> .

- a. **List of Documents to be scanned and uploaded (Under Cover 1) within the period of bid submission:-**

- i. Scanned copy of EMD.
- ii. Copy of Board Resolution/ Power of Attorney/ Authorization letter indicating that the person signing the Bid has the required authority to sign on behalf of the Bidder and Copy of Memorandum of Association & Article of Association of the Bidder
- iii. A brief write-up about the Bidder profile containing details about its areas of business(es), technical/core competencies, financial capacity, an outline of recent experience on assignments of similar nature.
- iv. Technical Bid Compliance Form as per annexure – I.
- v. The following documents are to be submitted online with the bid in respect of proof of satisfaction of the eligibility conditions laid down in the Tender document:
 - **Scanned Copy of Demand Draft / Pay order or Banker's Cheque. of any scheduled bank against EMD.**
 - **Attested certificate of work experience**
 - **Balance Sheet**
 - **Turnover**
 - **Tax Return**
 - **PAN No. and TIN No.**
 - **Signed filled in special terms & conditions**

3. Financial Bid

- a. The currency of all quoted rates shall be in Indian Rupees. All payment shall be made in Indian Rupees.
- b. In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the **specified “.xls”**

format i.e. PriceBid_20151015_IGNCD_AMC in Excel sheet attached as **‘.xls’** with the tender and based on the scope of work, service conditions and other terms of the Tender document. It should include all costs associated with the Terms of Reference/Scope of Work of the assignment.

- c. The Financial Proposal should be inclusive of all applicable taxes, duties, fees, levies, and other charges imposed under the applicable laws. The rates quoted in the Tender are inclusive of all applicable taxes, duties etc.
- d. The Financial bid should be according to the format given in the Tender Document. It should be ensured that no required value against an item is missed. If the bidder does not want to charge for an item the value must be filled as “0” (ZERO). All totals should be correct.

4. Uploading/Submission of Document (Documents to be uploaded online on <http://eprocure.gov.in/eprocure/app>):

i. Cover-1 (Technical Bid)

- Scanned copy of EMD
- Signed (whenever required) and Scanned copy of documents as mentioned in the tender.

ii. Cover-2 (Price Bid in BoQ XXXX.xls): A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

In case, any discrepancy is found in the uploaded and/or submitted documents, the tender will be rejected without any notice.

- 5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <http://eprocure.gov.in/eprocure/app>.
- 6. Information and Instructions for bidders posted on CPPP/website shall form part of bid document. Bidders are advised to visit CPPP regularly for latest update.
- 7. Online bid documents submitted by intending bidders shall be opened only of those bidders, who have deposited EMD, and other documents scanned and uploaded are found in order.
- 8. Those firms not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
- 9. The intending bidder must have valid class-III digital signature to submit the bid.
- 10. On opening date, the firm can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.

11. The firms can upload documents in the form of JPG format and PDF format.
12. The firms must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink color and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as “0”. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as “0” (ZERO).
13. When bids are invited in two / three stages systems and if it is desired to submit revised financial bid, it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
14. The University reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified firms to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
15. Upon successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
16. The uploaded documents become readable only after the tender opening by the authorized bid openers.

INSTRUCTIONS TO THE BIDDERS

1. Last Date for Submission of Tender:

- a. Online bids complete in all respects, must be submitted on or before the last date and time specified in the schedule of events.
- b. The IGNOU may, at its own discretion, alter/extend the last date for submission of tenders.

2. Bid Security (EMD)

- a. The Bidder shall furnish Bid Security EMD of Rs.5,000/- (Five Thousand only) in the form of Demand Draft/Banker's Cheque/FDR/ of requisite amount, drawn on a scheduled commercial bank and payable to "IGNOU" at New Delhi.

NOTE: Physical copy of only EMD must be submitted before 26/12/2018 due date and time (13:30 Hrs.) on the given address to Section Officer (CPU), Block 04, Room No-17 at IGNOU Campus, Maidan Garhi, New Delhi-110068, and Scanned copies of the same must be uploaded online in cover 1.

- b. Any Bid not accompanied by an acceptable Bid Security and Tender Application Fee shall be summarily declared non-responsive and the Technical Bid of such Bidder shall not be considered.
- c. The EMD of unsuccessful Bidders shall be returned without interest after finalization of the tender and that of the Successful Bidder's EMD shall be kept with department & returned after receiving the Performance Security.

3. Bid Validity

- a. **All the Bids must be valid for a period of 90 days from the date of opening of the Financial Bid.**
- b. A bid valid for a shorter period shall be declared as non-responsive.
- c. In exceptional circumstances, prior to expiry of the original time limit, the IGNOU may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 90 days. The request and the bidders' responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD Security.

4. Modification / Substitution/ Withdrawal of bids:

- a. No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid's Due Date.
- b. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid's Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

5. Late Bids: The bid received by the IGNOU after the prescribed deadline will be returned to the Bidder. Such Bids shall not be considered.

6. Rejection of the Bid: The bid submitted shall become invalid and shall not be refunded if:-

- a. The bidder is found ineligible.
- b. The bidder does not upload all the documents as stipulated in the bid document.

- c. EMD not submitted physical separately before opening of bid.
- d. After opening of technical bid within **two** working days of IGNOU, bidders tended to get verified the digital documents with original documents. in the office of Section Officer (CPU).
- e. Bidder tended to submit of the original signed form of acceptance of terms & conditions of item rate tender and signed filled in special terms & conditions in the office of Section Officer (CPU).
- f. Any discrepancy found in the uploaded and/or submitted documents and/or non-receipt of above digital documents as mentioned at above, the tender will be rejected without any notice and financial bid of such bidderer will not be opened.

7. **SUBMISSION OF BIDS**

a. Documents to be submitted physically:

- EMD
- <<Any Other Document>>

b. The bidder shall seal the original Bank Drafts/Pay orders towards EMD in an envelope. The Bidder shall mark its name and tender reference number on the back of the Bank Draft/ Pay order before sealing the same. The address of Tender process officer, name and address of the bidder and the Tender Reference Number shall be marked on the envelope. The envelope shall also be marked with a Sentence “NOT TO BE OPENED BEFORE the Date and Time of Bid Opening”. If the envelope is not marked as specified above, IGNOU will not assume any responsibility for its misplacement, pre-mature opening etc.

c. The bidder shall deposit the envelope in the tender box kept in the office of **Section Officer (Central Purchase Unit), Block 04, Room No-17at IGNOU Campus, Maidan Garhi, New Delhi-110068** on or before 26/12/2018 (13:30 hrs), on bid submission date. *In case EMD is sent through Speed Post in the name of Tender Process Office, please ensure that it must reach on the above mentioned address as per date and time mentioned in the bid document.*

EMD not meeting above deadlines will not be accepted and the bid will be rejected.

General Criteria

1. General:

- a) **The Tender Document is available on the website of IGNOU i.e. www.ignou.ac.in. The intending bidder may download the Tender Document containing the terms & conditions and submit the same in the Central Purchase Unit (Administration Division), Room No. 8, Block No. 4, IGNOU, Maidan Garhi, New Delhi 110068.**
- b) **The Tender Submitted without the Earnest Money Deposit (EMD) will summarily be rejected.**
- c) **Before submission of bid, the firm(s) may, if like to, visit the IGNOU campus at Maidan Garhi, New Delhi-110068 for ground evaluation with regard to above items. 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/- on non-judicial stamp paper essentially as per the format at Annexure-III.**
- d) The Tenderer(s) are requested to go through the instructions, terms and conditions and nature of 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.
- e) The University, may at its discretion, extend the deadline for submission of tender.
- f) 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.
- g) Conditional tenders are liable to be summarily rejected.
- h) The University shall be at liberty to check the material being used for supply.

2. Eligibility Criteria:

- a) The vendors should quote their rates for the item in **Annexure-II (Financial bid)** otherwise their tender shall be cancelled.
- b) 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 & sealed by the Tenderer himself, or his authorized signatory.

c) The firm should be registered with relevant authorities viz. Income tax/ service tax authority etc. (Attested copies of Registrations to be enclosed).

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

e) The tender submitted without the EMD and other requisite relevant documents will summarily be rejected.

f) Tender must be unconditional. Any alteration or changes in rates in tender document shall be considered as invalid and liable to be rejected.

g) 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 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.

h) The University reserves the right to accept/cancel/reject the tender in the interest of the University.

i) Any act on the part of the tenderer to influence anybody in the University related to this Tender is liable for rejection of his tender.

3. Compliance with the technical specifications:

The item offered shall be in accordance with the minimum Technical Specification as provided in this document. However, higher version/additional specification/deviation from specification if any, shall be clearly indicated alongwith the explanation. The IGNOU reserves the right to select the specification and other features as per its actual requirement. The tender must be accompanied by the relevant document/literature, sample confirming 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.

4. Earnest Money Deposit

Earnest Money deposit (EMD) amount of Rs 5,000/- (Rupees Five 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. However, in case of successful bidder it will be refunded only after receipt of Performance Security.

(Format of EMD Submission is at Annexure -IV)

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 (as per the format at **Annexure –V**) drawn in favour of IGNOU, payable at New Delhi.
- 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 supply/support the ordered items completely within the specified period and to the complete satisfaction unless and until the stipulated period is extended by IGNOU, the relevant Clause(s) of the Tender shall be invoked and IGNOU reserves the right to forfeit the Performance Security besides imposing the Penalty/ initiate the appropriate action as deemed fit.

6. Evaluation

- a)** The tender(s) will be opened and evaluated by the duly constituted TOEC in accordance with the terms and conditions as laid down in the tender documents and based on the best available brand/ product only.
- b)** 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 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 services 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.
- d)** 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. Delivery

The Tenderer shall deliver the store at the earliest but not later than Two weeks from the date of issue of supply order unless the period of delivery of goods extended due to justified reason duly accepted by University in accordance with the conditions of the award letter at the time/place and in the manner specified in the Supply/Purchase Order.

9. Penalty

a) Any delay in the supply within the time fixed or in the event of repudiation of the contract, the purchaser (IGNOU) reserves the right to recover damage for Breach of Contract as indicated below:

b) To recover from the contractor liquidated damages including administrative expenses a sum equivalent to 0.5% (half) of the services the Tenderer has failed to deliver within the period fixed for services for each week or part thereof during which delivery is in arrears subject to an overall ceiling of 10% of the total contract price.

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

d) Non-compliance of the supply order in accordance with the term and conditions of the tender, shall be treated as breach of contract and in that case the university reserves the rights to black list the firm also.

10. Effect and Validity of Offer/ Contract

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

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

c) 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.

d) The requirement indicated may increase during the validity period of one year from the date of award of contract and the selected firm/agency is required to supply the same on the price already agreed to in the Tender/Awarded price.

11. Payment Terms

a) 100 % payment shall be made within 30 days of submission of bills duly supported by the satisfactory performance report from the user i.e. Security Unit of IGNOU.

b) 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.

c) A pre-receipted bill shall be submitted in duplicate in favour of IGNOU.

12. Warranty

The item(s) shall have a comprehensive standard guarantee/warranty of minimum one year or so as per the standard norms of the products after successful acceptance.

13. Dispute Settlement

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

The tenderer(s) is/are, therefore, requested, to quote their most competitive rate and submit the quotation in a sealed envelope superscribing **“Quotation for supply of 10 nos. Giant Indian National Flag (tricolor) of Size 30’ X 20’ in 100% Knitted Polyester, with reinforced super-strong nylon webbing on all 3 sides with a rope/eyelets in front of VC’s office of IGNOU at IGNOU Head Quarter, Maidan Garhi, New Delhi-110068.”** alongwith the requisite documents addressing to the Registrar (Admn.), Central Purchase Unit (CPU), Room No. 8, Block-4, Indira Gandhi National Open University, Maidan Garhi, New Delhi 110068 latest by **02.30PM on 26/12/2018.**

(Dr. Sampat Ray Agrawal)
Assistant Registrar (CPU)

(To be filled and sent in sealed envelope)
FORMAT OF QUOTATION FOR TECHNICAL BID

1. Name of the Firm : _____
2. Office Address : _____
3. Whether the firms ownership is Sole : _____
Proprietorship or partnership _____
4. Whether the firm is directly participating: _____
in the bid or through authorized partner. _____
5. Annual turnover of last three F. Y. : _____
(attached balance sheet) _____
6. Clientele (attached the list): : _____
7. PAN/TAN No. (to be attached) : _____
8. Landline/Mobile No. : _____
9. Fax No. : _____
10. Email- address : _____
11. Authorized Signatory (Name & Designation _____

Note: The sample of the National Flag's cloth is to be attached compulsorily.

(To be filled and sent in sealed envelope)

FORMAT OF QUOTATION FOR FINANCIAL BID

Sl. No	Description of item	Qty. (in Nos.)	Deviation, if any	Rate per Unit	GST/if any	Total Amount in INR
1	Giant Indian National Flag of size 20' x 30' in 100% Knitted Polyester, with reinforced super-strong nylon webbing on all 3 sides with a rope/eyelets	10 Nos.				

Rates should include cartage, taxes and other expenses.

We agree to supply the above goods in accordance with the technical specifications on a total price of Rupees (amount in words) –within the period specified in the bid document on terms and conditions agreed to therein.

UNDERTAKING

(Affidavit on Rs. 50/- non- Judicial stamp paper)

I/We hereby declare that:

1. I/We am/are the manufacturers/ authorized agents/ distributors of
2. I/We do hereby offer to supply the stores at the prices and rates mentioned in the price Bid.
3. I/We agree to abide by my/our offer for a period of 01 year from the date of opening of the tender.
4. I/We do agree for the all clauses and payment terms and conditions of this tender enquiry.
5. 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 item and our Principals have provided a written undertaking for the same, separately.
6. I/We undertake to deliver the goods as per the tender.
7. I/We have carefully read and understood all the terms and conditions of the tender and technical specifications. We shall abide by them.
8. I/We also declare that no criminal case of any kind is pending against me/us.
9. I/We the manufacturer and their authorized firm/ dealer 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.
10. I/We the firm hereby undertakes that we will abide by the terms and conditions of the tender. and undertake to abide by them.

Name and address of the Tenderer with seal

.....

EARNEST MONEY DEPOSIT 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.	Description	Amount	Name of the Bank	DD No.	Date
1	EMD				

Date :

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 `.....

3. We undertake to pay the IGNOU any money so demanded not withstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating there to liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We,..... 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 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. We lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the IGNOU in writing.

Dated the date of2015

For
(indicate the name of bank)

Signature
.....

Name of the Officer
(in block capitals)

Designation of

Code no.

Name of the Bank & Branch.....

[To be counter signed by the branch bank of the indenter]