

Revised



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

TENDER DOCUMENT

**INVITING QUOTATIONS FOR THE SUPPLY OF
205 GSM ART CARD
FOR THE YEAR 2015-16**

Tender Closing Date & Time : 27.05.2015 11:30 AM

Tender Opening Date & Time : 27.05.2015 12:00 Noon

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

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INDIRA GANDHI NATIONAL OPEN UNIVERSITY

MATERIAL PRODUCTION AND DISTRIBUTION DIVISION

Instruction to Bidders

Sealed quotations are invited for supply of 205 GSM Art Card from reputed manufacturers with adequate capacity and sound financial standing. Interested eligible bidders may obtain the tender form from the office of the Registrar MPDD, Room No.3 A, Indira Gandhi National Open University, Maidan Garhi, New Delhi-110 068 on **all working days from dated 06.05.15 to 26.05.15 between 10:30 AM to 5:00 PM** on payment of non refundable fee of Rs.1000/- by way of a Bank Demand Draft/Pay Order drawn in favour of IGNOU, payable at New Delhi. Tender documents will be posted, if a written request is received from the Tenderer, solely on the risk of prospective tenderer, on payment of Rs 1000/- and Rs.100/- towards postal charges. The cost and the postal charges shall be paid by way of a demand draft/pay order drawn in favour of Indira Gandhi National Open University, New Delhi. The tender document can also be downloaded from IGNOU's website www.ignou.ac.in enclosing therewith a bank draft/pay order for Rs. 1000/- drawn in favour of IGNOU; payable at New Delhi. The tender is a two bid process. First, Technical Bid and Second, Financial Bid.

The **Technical Bid** shall contain the complete Technical specifications as per Annexure-V. The **Financial Bid** shall contain the Price Schedule as per Annexure-VI(a&b).

The **Technical Bid** and **Financial Bid** shall be placed in two separate envelopes duly superscribed technical and financial bid. Each of these two sealed envelopes containing the respective Bids shall carry on the face of it the Tender No., Name and Address of the Tenderer. Further the two sealed envelopes/covers shall be put into an OUTER COVER and sealed. The **OUTER COVER** shall only indicate the tender No. Name and dates of closing/opening **prominently** along with the address of Purchaser. i.e. The Registrar, MPDD, IGNOU, Maidan Garhi, New Delhi-110068.

The Technical Bid will be opened in the presence of tenderers or their authorized representatives who may choose to attend the opening of tenders at **Conference Room, VC Secretariat, Indira Gandhi National Open University, Maidan Garhi, New Delhi-110068 at 12:00 Noon on 27.05.15**. Authorized representatives are required to bring authority letter at the time of opening of technical bid.

The Financial Bids will be opened at a later date for only those bidders whose Technical Bid fulfils the requirements of tender documents as mentioned in the Terms and Conditions of contract (Annexure-II) and meet all specifications and allied technical details contained in Annexure-IV of this tender document.

The decision of the "Tender Opening and Evaluation Committee" of the University shall be final and binding on the bidders.

The tender duly filled in and complete in all respects, along with all the above mentioned documents duly signed on each and every page should reach The Registrar (MPDD), IGNOU, Maidan Garhi, New Delhi- 110068 on or before **11:30 AM on 27.05.15**.

**INDIRA GANDHI NATION OPEN UNIVERSITY
MAIDAN GARHI NEW DELHI- 68**

Terms and Conditions of Contract

1. The quantities mentioned denote the approximate requirement of the University during the period and may vary up to 30% as per actual use.
2. The Contract on the basis of this Tender will be in the form of a Running Rate Contract and will remain valid for a period of one year from the date of issue of supply order or as accepted by both the parties. The contract may be extended for a period of three months, if required.
3. Both the quotations invited for Art Card 'with C form' and 'without C form' will be treated/considered separately for the purpose of lowest rate for each station.
4. Supply orders will be placed on the successful tenderers with whom the Contract is entered upon as per requirement from time to time. Supplies of Art Card, manufactured from Virgin Chemical Pulp only, and as per the BIS specifications IS 4658-1988 with latest amendments should be strictly affected. Each order may be of about 10,000 Pkts. but may vary as per actual requirement at a given time. The tentative time schedule for delivery and the quantities have been given in the N.I.T. for guidance only. This may vary as per the actual requirement from time to time. The separate supply orders shall be placed by MPDD, IGNOU, New Delhi and SZRPC, Coimbatore as per requirement.
5. The tenderer should submit with his tender twenty sample sheets of 205 GSM Art Card offered by him in not less than 30 x 40 cms size indicating thereon detailed specifications of product such as brand name, size, substance (GSM) and the manufacturing mill's name. **This is very important and lack of this information may result in rejection of the offer.**
6. The tendered rate must be kept open for acceptance (valid for acceptance) for a period of three months from the date of opening of financial bid. The rate should be inclusive of all taxes including **The Sales Tax, VAT, Education Cess, transportation, loading/unloading charges etc. whichever are applicable. Sales tax/VAT number must be mentioned with the bid.**

IGNOU, New Delhi is registered with Sales Tax Deptt. and shall issue 'C Form' as per rules against the invoices of supplies made at Warehouse, MPDD, New Delhi for exemption in Sales Tax. SZRPC, Coimbatore will not issue 'C Form'. Rates may be quoted accordingly.

7. Any variation in specification, especially with regard to shade, colour and size of the Art Card being supplied shall entitle the order and supply to be summarily rejected. The Mill is advised to be careful with regard to this during the manufacturing of the Art Card. However deficiency found in any specification in lab test except variation in GSM will be liable for imposing appropriate penalty decided by a committee/sub-committee constituted by the University for this purpose.

8. Packing and Marking

- (a) The Art Card should be supplied at IGNOU Warehouse in original mill packing at the cost and responsibility of the tenderer/supplier. In case of any occurrence of loss, damage, theft, pilferage in transit, the responsibility shall be that of the supplier and replacement wherever necessary shall have to be made by the supplier at no extra cost. Appropriate care should be taken to pack the materials with water-proof and pilferage proof cover.
 - (b) Each package shall be marked with the following particulars:
 - i) Exclusive for IGNOU.
 - ii) Description, thickness in cm, and substance in GSM of the art Card.
 - iii) Size of the Card in the package.
 - iv) In the case of sheets, the mass in kg per packet including the wrapping paper.
 - v) Lot number /Weight
 - vi) Month and year of manufacturing.
 - vii) Manufacturer's name or recognized trade mark, if any.
 - viii) Each package may also be marked with the Standard mark.
 - ix) Each package should contain 150 Sheets of Art Card and such suitable package should be wrapped into one bundle of three packets.
9. The Art Card duly packed, should be delivered at IGNOU Warehouse at Rana Pratap Bagh, New Delhi / SZRPC, Coimbatore as mentioned in Annexure-III(a,b) or any other place in Delhi/New Delhi declared as Warehouse by the University from time to time.
10. Loading charges at Mill's site and unloading charges at Consignee's site will be borne by the supplier.
11. The supply will be treated as complete if the fulfillment of supply of goods by the supplier is in accordance with the terms and conditions set forth in the contract with a variation of 5% more or less than the lot-wise quantity offered in the contract.

12. INSPECTION

- (a) The supplies should conform to the quality/specifications of the product agreed upon and is subject to inspection before acceptance of stores, followed by a laboratory test at the discretion of IGNOU. If considered necessary, an inspection may be conducted by the University to ascertain specifications and quality and raw material used during the manufacturing process. If the product fails to conform to the given specifications, the University reserves the right to reject the total supplies and remove these at supplier's cost or to levy appropriate penalty in this regard.
 - (b) The physical check will be carried out by the University at the time of receipt of material at the IGNOU Warehouse by Physical Inspection Committee (PIC) constituted by the Vice Chancellor.
13. The University (may not accept the lowest tender and) reserves the right to reject or accept whole or any part of tender without assigning any reason.

14. PAYMENT

90% payment will be made for the quantity of paper delivered and formally accepted after physical inspection, within 30 working days after the supply is made subject to receipt of bills from the supplier duly supported by documents to prove the supply of the material as per specifications, in good condition and its acceptance. The payment of balance 10% will be made within 90 days only after the receipt of Lab Test Report subject to the condition that Lab Test Report is/are in order.

15. Eligibility and qualification requirement of Tenderers:

No tender shall be considered if:-

- a) The annual production capacity of the firm is not declared. A documentary proof to this effect is to be submitted for previous financial year.
- b) The tender document has not been purchased by the tenderer from the Registrar, MPDD, Indira Gandhi National Open University or the Quotation is not accompanied by a DD for Rs. 1000/- in favour of IGNOU in case it has been downloaded from IGNOU's website.
- c) Not submitted in prescribed form and not accompanied with bid security (earnest money) as specified in Annexure-III(a&b).
- d) The tender document is conditional and inconsistent with the terms and conditions of the contract.
- e) Rates of products of more than one manufacturing mills/units are quoted.
- f) More than one rate is quoted for art card in specific category.
- g) The tenderer submits more than one tender for a single product or authorizes the submission of more than one tender on its behalf by one or more authorized person(s)/Company(ies).
- h) Tender is received after the dead-line for submission of bid.
- i) Tender is not accompanied with sample sheets for which the tenderer quotes their rate duly **signed and stamped with address on each sample**.
- j) In case the tender document is not signed by the tenderer on each and every page towards acceptance of all the terms and conditions of tender.
- k) The rate is not all inclusive for delivery at the IGNOU warehouse.

16. BID DOCUMENTS :

The tenderer is expected to examine carefully all instructions, conditions, tender form, appended to quotation form, proforma agreement, specifications, annexures, schedules, etc. in the Tender document. Failure to comply with the requirements for submission of Tender, will be at the tenderer's risk and Indira Gandhi National Open University shall not be liable to be responsible for any damages/claims arising thereof. Tenderers, which are not substantially responsive to the requirements of the Tender document, will be rejected.

The manufacturing firm shall give an undertaking (**As per Annexure- VIII**) on a non-judicial stamp paper for Rs. 100/- duly notarized that they will adhere to the time schedule and are in possession of required infrastructural facilities to produce the quantum of paper asked by the University in the Tender document.

Before placing the order and during the currency of the tender, the university reserves the right to inspect the manufacturing unit / factory to ensure its infrastructure, machines, quality assurance equipments and production capacity, raw materials used etc. After ensuring the same the Supply Order shall be issued.

17. Acceptance of offer will be communicated by the supplier in writing by formal "Acceptance of Tender" within ten days of the receipt of the offer letter for acceptance of tender. In case acceptance is communicated by email/speed post, formal "Acceptance of Tender" will follow in due course and in the meanwhile, the tenderer will act upon the instructions contained in the email/speed post.

The successful tenderer shall be required to execute an AGREEMENT as per Annexure II on non-judicial stamp paper of appropriate value [cost of stamp paper (Rs. 100/-) shall be borne by the tenderer], within 10 days of the receipt of the offer letter for acceptance of tender. In the event of failure of the part of the successful tenderer to sign the AGREEMENT within the above stipulated period, the Bid Security (EMD) shall be forfeited and the acceptance of the tender may be considered as cancelled.

The acceptance of supply order is required to be given within 10 days of its receipt.

18. BID SECURITY (EARNEST MONEY)

The earnest money as per Annexure-III (a&b) is to be deposited in the form of A/c Payee Bank Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Scheduled Bank in favour of Indira Gandhi National Open University, payable at New Delhi.

- i) Earnest money of the unsuccessful tenderer(s) shall be refunded as early as possible.
- ii) EMD of successful tenderer will be refunded on receipt of Bank Guarantee towards Performance Security.
- iii) No interest shall be paid on Earnest Money.

Earnest money shall stand forfeited in case of the following:

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

19. PENALTY

Penalty will be levied on the value of the material for delay in supply not adhered to delivery schedule and also for breach of contract for failing to complete the supply of Art Card at all.

- a. In case the supplier fails to meet any of the conditions agreed upon, the IGNOU reserves the right to take any action it may deem proper including forfeiture of part or whole of Earnest Money, Security Deposit, and /or any other amount due to supplier. If the contractor fails or neglects to observe or perform any of his obligations under the Contract it shall be lawful for the Vice-Chancellor, Indira Gandhi National Open University to forfeit either in whole or in part, in his absolute discretion, the Security Deposit furnished by

the tenderer and to arrange to purchase the ordered quantity of the material at the risk and expense of the tenderer. Similarly, if the tenderer duly performs and completes the contract in all respects, Security Deposit will be refunded to the tenderer after deducting all costs and other expenses that the University may have incurred and all dues and other moneys including all losses and damages which the Indira Gandhi National Open University is entitled to recover from the Tenderer.

- b. The Security deposit can be forfeited by the order of the Vice-Chancellor, IGNOU, in the event of any breach or non-observance of any of the conditions of the Contract. On the expiry of the contract, such portion of the said security as may be considered by the Vice-Chancellor, IGNOU, sufficient to cover an incorrect or excess payment made on the bills of the supplier, shall be retained by him.
- c. Any sum of money due and payable to the Supplier(s) including Security Deposit refundable to him / them under this Contract may be appropriated by the IGNOU and set off against any claim of IGNOU in respect of any sum of money arising out of under any other Contract(s) made by the Supplier with the purchaser and for such purpose the purchaser shall be entitled to sell and / or realize such securities forming the whole or part of any such Security Deposit in any manner whatsoever as the purchaser may think fit.

Time and promptness are essence of the contract. The time specified for delivery or completion of the orders shall be strictly adhered to and time in this respect shall be deemed to be the Essence of the Contract. If the time schedule is not adhered to and the job is delayed for reasons other than beyond supplier's control, the Vice-Chancellor, IGNOU shall be entitled at his option either to:

- a) Cancel the order or
- b) In cases where the contractor fails to supply part or whole of the stores within the stipulated time, compensation shall be recovered @ 1% of the cost of the order for each lot for every weeks delay or part of a week (subject to the maximum of 10% of the cost of supply)

or

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

In the event of any action(s) being taken under above, the cancellation of the order will be without prejudice to the right of the IGNOU and to recover from the contractor any loss incurred thereby and the contractor will not be entitled to any compensation for such cancellation.

- d. Tolerance limit $\pm 5\%$ will be taken into account for acceptance of art card as per weight given in PIC report. However deductions should be made on pro-rata basis absolutely on account of less average weight in terms of the PIC report since the procurement is made as per the specified weight.
- e. Efforts should be made for Zero tolerance including rejection of supplies having shortcomings. However, deficiency found in any specification on Lab Test except variation in GSM may be referred to the testing lab to determine the percentage of recovery to be made if the paper is accepted.

20. Performance Security

- a. The successful tenderer shall within a period of 30 days of acceptance of **supply order**, submit a Performance Security @ 10% of the estimated annual value of supply in the form of DD/FDR/Banker's Cheque/irrevocable Bank Guarantee, drawn in favour of "IGNOU", New Delhi, for satisfactory completion of the order. The Performance Security shall remain valid for a period of 90 days beyond the date of completion of all contractual obligations of the contractor including warranty obligation. **(An agreement as per Annexure VII is also to be signed by the supplier at their cost on proper stamp paper of Rs. 100).**
- b. Failure to furnish Performance Security shall be treated as breach of contract and entail cancellation of the contract, forfeiture of EMD. The university shall further be entitled to make other arrangements for re-purchase of the stores contracted for at the risk and expenses of the contractor and/or to recover from the contractor the damages arising from such cancellation.
- c. If the successful contractor, upon receipt of the supply order, is not able to supply the ordered item completely within the specified period to the complete satisfaction of the IGNOU, the IGNOU reserves the right to invoke the relevant clause of the tender and forfeit the Performance Security.
- d. No interest shall be paid by IGNOU on the Performance Security.

21. INCOME TAX CERTIFICATE

The successful tenderer will have to necessarily furnish a copy of the P.A.N / T.A.N. issued by the Income Tax Department to the manufacturing Unit or tenderer along with the Income Tax Return for the last financial year in the prescribed form.

22. Any additional levies/cess becoming due to government, or any other additional claims from the supplier during the extended period shall not be payable by IGNOU.

23. PARTIES

The parties to the Contract are the Indira Gandhi National Open University (IGNOU) and the selected paper supplier.

24. ADDRESS OF THE CONTRACTOR FOR THE PURPOSE OF SENDING NOTICES AND COMMUNICATION ON BEHALF OF THE IGNOU

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

25. EXERCISE OF THE POWER OF IGNOU

Any communication or notice on behalf of the IGNOU in relation to the contract may be issued to the supplier by the Registrar, MPDD or by any other officer authorized by him in the IGNOU and all such communications and notices may be

served on the supplier either by registered post or under certificate of posting or by an ordinary post or by hand delivery at the option of such officer, and posting of the letter will be deemed to have been served on the supplier.

26. RESPONSIBILITY OF THE SUPPLIER FOR EXECUTING THE CONTRACT

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

27(a) SUBLETTING, TRANSFERRING AND ASSIGNMENT

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

(b) CHANGES IN THE FIRM

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

(c) CONSEQUENCES OF BREACH

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

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

28. PRECAUTIONARY MEASURES

- i) All items shall be supplied and all jobs should be carried out with due regard to the prescribed specifications and terms mentioned in the Supply Order/Purchase Order.
- ii) The Contractor shall take every care to see that the work or any portion thereof does not fall into the unauthorized hands.

- iii) The University shall not be bound by any oral or other representations sought to be made by any officer of the university only communication of the Registrar, MPDD shall have effect. This contract is the full and complete contract between the parties, and no prior discussions, negotiations representations or other offers shall bind the parties. No variations of contract shall bind the parties unless it is in writing and signed by the Registrar, MPDD of IGNOU.
29. If at any time after acceptance of the tender, IGNOU for any reasons whatsoever, does not require the whole or part of the supplies, the Registrar, MPDD, IGNOU shall be entitled to give a notice in writing to this effect to the supplier, intimating cancellation of the full or part of the quantity yet to be delivered and the supplier shall have no right to claim any payment of compensation or otherwise, whatsoever, on account of any loss direct or indirect suffered / to be suffered by him.

The Contract can be terminated upon directions from the Vice-Chancellor, IGNOU, at any time by giving 15 (fifteen) days notice in writing without assigning any reasons whatsoever.

30. **EXTENSION OF TIME**

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

31. INSOLVENCY AND BREACH OF CONTRACT

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

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

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

32. FORCE MAJEURE:

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

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

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

33. PROCEDURE FOR SUBMISSION OF BILLS

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

payment coming to light as a result of such audit, by any or all the methods prescribed above.

34. SETTLEMENT OF DISPUTES AND JURISDICTION

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

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

35. NO WAIVER

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

36. AUTHORITY

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



INDIRA GANDHI NATIONAL OPEN UNIVERSITY
MATERIAL PRODUCTION AND DISTRIBUTION DIVISION
MAIDAN GARHI, NEW DELHI

REQUIREMENT

IGNOU intends to procure **947 MT 205 GSM Art Card for IGNOU HQs, New Delhi** as per specification given in Annexure-IV direct from the Mills. The requirement is for superior quality product as per details given below:

S. No	Description	Approximate Quantity in Packets/MT	Estimated cost. (in Rs.)	E.M.D. (in Rs)
1.	Art Card with 80% (min) brightness of 205 GSM in sheets of size 62 x 88 cms remaining values of paper conforming to BIS Specifications IS:4658/1988 with latest amendments. (For IGNOU Warehouse, New Delhi)	<u>205 GSM</u> 56369 pkts (approx.) of 150 sheets / 947 MT [weight per packet of 150 sheets = 16.8 kg]	6.97 Crore (approx.)	14 lac

- Virgin Chemical Pulp only shall be used.
- The tenderer may quote for 205 GSM Art Card.
- The actual quantity required may vary up to 30% as per the actual requirement of the University from time to time.



INDIRA GANDHI NATIONAL OPEN UNIVERSITY
MATERIAL PRODUCTION AND DISTRIBUTION DIVISION
MAIDAN GARHI, NEW DELHI

REQUIREMENT

IGNOU intends to procure **50 MT 205 GSM Art Card for SZRPC, Coimbatore** as per specification given in Annexure-IV direct from the Mills. The requirement is for superior quality product as per details given below:

S. No	Description	Approximate Quantity in Packets/MT	Estimated cost. (in Rs.)	E.M.D. (in Rs)
1.	Art Card with 80% (min) brightness of 205 GSM in sheets of size 62 x 88 cms remaining values of paper conforming to BIS Specifications IS:4658/1988 with latest amendments. (For IGNOU, Southern Zonal Regional Printing Centre, Dr. GRD College of Education Campus, Sulur (via), Coimbatore.	<u>205 GSM</u> 2977 pkts (approx.) of 150 sheets / 50 MT [weight per packet of 150 sheets = 16.8 kg]	38.4 Lac (approx.)	80,000

- Virgin Chemical Pulp only shall be used.
- The tenderer may quote for 205 GSM Art Card.
- The actual quantity required may vary up to 30% as per the actual requirement of the University from time to time.

SPECIFICATIONS AND ALLIED TECHNICAL DETAILS

The Indira Gandhi National Open University requires the following Quantity of 205 GSM Art Card during the year 2015-16 to be supplied as and when required in lots to be specified by the University.

REQUIREMENTS (Approximate)

Art Card with 80% (min) brightness of 205 GSM in sheets of size 62 x 88 cms remaining values of paper conforming to BIS Specifications IS:4658:1988 with latest amendments. (Manufactured from Virgin Chemical Pulp only).

Mill should furnish the specifications on the samples of the product which they are Manufacturing and quoting for

- a). Only the superior quality of art Card as above may be quoted. The name of the brand and mill be given for each variety of Art Card quoted. The tenderer must enclose twenty samples sheets of minimum size of 30 x 40 cms for each variety of Art Card quoted.
- b). The detailed delivery schedule will be intimated to the tenderer as per requirement of the University from time to time. This is not to be treated as commitment on the part of IGNOU as this is liable to vary and is given only as a rough estimate. The Material Production and Distribution Division IGNOU does not bind itself to place supply orders on the successful tenderer(s) for the entire quantity.
- c). The Terms and conditions of Supply Order are summarized and enclosed in Annexure-II.
- d). **Non-submission of samples as indicated in this para may result in ignoring the tender.**
- e). The specifications of each variety of Art Card may be enclosed in a separate sheet for the varieties tendered. The Mills are required to furnish the maximum available information with regard to substance/grammage, Burst index-kPa.m²/g (min), Wax pick, Surface pH, Gloss percent (min), Brightness percent (min), Stiffness factor (min), Cobb value g/m² (max), Smoothness (Bendtsen) (max), Bulk, cc/g (min).
- f). Tenders in the prescribed form should be submitted along with the Earnest Money Deposit of **Rs. 14 lac for IGNOU HQs.** and **Rs. 80,000 for SZRPC, Coimbatore** separately for Art Card in the form of a Demand Draft/Pay Order drawn in favour of Indira Gandhi National Open University, New Delhi. Tenders not accompanied by the Earnest Money specified are liable to be rejected summarily.
- g). The tenders in the prescribed form superscribed on the envelope "Tender for supply of 205 GSM Art Card" may be submitted in a double sealed covered addressed to the Registrar MPDD, Indira Gandhi National Open University, Maidan Garhi, New Delhi-110068 so as to reach this office by 11:30 AM on 27.05.15.

Technical Bid Form

(Submit it in a separate envelop)

a). Item/items quoted for: 205 GSM Art Card

Full name of the Firm:

Address of the tenderer :

.....
.....

e-mail.....

Mobile no.....

Phone no.....

Fax no.....

b) Bid Security (Earnest money) accompanying the tender:
..... Rs..... and Rs.
DD/Nos.....dated..... drawn
on.....

1. I/we hereby offer to supply the 205 GSM Art Card as per quotation to this tender hereto portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this **offer open for a period of one year from the date of issue of the supply order**. I/we shall be bound by a communication of acceptance issued by you.
2. I/we have understood the Instruction to Tenderers and Terms and Conditions of Contract in the form as given in the Annexure-II to the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the paper required and my/our offer is to supply the paper strictly in accordance with the specifications and requirements.
3. A Draft/Pay order for Rs.1000/- ofBank, drawn in favour of IGNOU and payable at New Delhi is enclosed (in case the tender document is downloaded from the IGNOU website).
4. The following have been added to and form part of this tender,
 - a. Certificate conforming to Current Production Capacity of the Mill(s) whose product is being quoted for, together with the statement of production capacity of **minimum 5,000 MT per annum for Art Card** quoted in the last financial year as certified by the Excise Department.
 - b. Twenty samples each of items quoted for, as per instructions provided in the Tender Document.

- c. Annexure-II to this tender containing the terms and conditions duly signed and stamped on each page, in token of acceptance of the Terms and Conditions.
 - d. Copy of P.A.N. and details of Income tax registration and Income Tax clearance certificate.
 - e. Financial Bid Form in a separate sealed envelope by superscribing on the envelope– “Financial Bid for 205 GSM Art Card”.
 - f. Copy of last audited balance sheet
 - g. Any other enclosure (Please give details)
5. If our bid is accepted, the firm shall submit the Bank Guarantee towards Performance Security for the sum equivalent to 10% of the order value of the supply order in the form prescribed by IGNOU in Annexure VII.
 6. I/We do hereby undertake that until the formal supply order is placed on us, this bid together with the written acceptance thereof and placement of letter of intent awarding the supply order, shall constitute a binding contract between us.
 7. Where did you find the information about this tender process: Advertisement/ IGNOU website / IGNOU Notice Board/ Any other source.

Yours faithfully,

(Signature of Tenderer)
 Name of Authorised Signatory
 Address.....

Dated.....

Seal of Firm

FINANCIAL BID FORM

(RATE SHEET)

Date:.....

(Submit it in a separate envelop)

TENDER FOR THE SUPPLY OF 947 MT 205 GSM ART CARD FOR IGNOU HQs. NEW DELHI

Conforming to characteristic and requirement given in Annexure-III(a) & IV of the tender document.

The total required quantity given in Annexure-III(a) of the tender document.

S. No.	Descriptions of the items quoted	Quantity	Rate
1.	Art Card 205 GSM (Rate per 1000 packets of 150 sheets each), Size: 62 x 88 cms For Destination: IGNOU, Warehouse, New Delhi	<u>205 GSM</u> 56369 pkts (approx)/ 947 MT [weight per packet of 150 sheets = 16.8 kg]	(with C Form) Rs. _____ (Rupees) _____ _____

Delivery Schedule:

1. Period within which the supply can commence after _____ Days from the issuance of confirmed supply order

The rate should be all inclusive and quoted separately on FOR destination of IGNOU Warehouse, New Delhi for 947 MT Art Card. The firm will bear all expenses like taxes, transportations, labour charges etc. for supplying the Art Card to IGNOU including unloading at the warehouse in Delhi.

Name and Signature
of authorized signatory of the Mill
Seal of the Mill

Place:

Date:

FINANCIAL BID FORM

(RATE SHEET)

Date:.....

(Submit it in a separate envelop)

TENDER FOR THE SUPPLY OF 50 MT 205 GSM ART CARD FOR SZRPC, COIMBATORE

Conforming to characteristic and requirement given in Annexure-III(b) & IV of the tender document.

The total required quantity given in Annexure-III(b) of the tender document.

S. No.	Descriptions of the items quoted	Quantity	Rate
1.	Art Card 205 GSM (Rate per 1000 packets 150 sheets each) Size: 62 x 88 cms (For IGNOU, Southern Zonal Regional Printing Centre, Dr. GRD College of Education Campus Sulur (via), Coimbatore.	<u>205 GSM</u> 2977 pkts (approx) /50 MT [weight per packet of 150 sheets = 16.8 kg]	(without C Form) Rs. _____ (Rupee _____ _____ _____

Delivery Schedule:

1. Period within which the supply can commence after _____ Days from the issuance of confirmed supply order

The rate should be all inclusive and quoted separately on FOR destination of SZRPC, Coimbatore for 50 MT 205 GSM Art Card. The firm will bear all expenses like taxes, transportations, labour charges etc. for supplying the Art Card to IGNOU including unloading at the warehouse in Coimbatore.

Name and Signature
of authorized signatory of the Mill
Seal of the Mill

Place:

Date:

BANK GUARANTEE PROFORMA

In consideration for the Vice-Chancellor, Indira Gandhi National Open University (hereinafter called "the IGNOU) having agreed to exemptof mill (hereinafter called "the said Supplier (s)" from the demand, under the terms and conditions of an Agreement dated..... made between IGNOU, New Delhi and of Performance Security for the due fulfillment of the said supplies of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs..... (Rupees.....
.....(indicate the name of the bank)
.....Bank.....Branch, at the request of
..... supplies 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,

- i. We Bank.....Branch 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)'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.....
- ii. 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 thereto liability under this present being absolute and unequivocal.
The payment so made by us under this Guarantee 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.
- iii. We,Bank.....Branch 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.
- iv. We,Bank.....Branch, 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 to 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 Contractor(s) 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.

- v. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs..... and shall remain in force until..... Unless a claim or suit under this guarantee is filed with us on or before ,ALL OUR RIGHTS UNDER THIS GUARANTEE SHALL BE FORFEITED and Bank shall be relieved and discharged from all liabilities therein.
- vi. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).
- vii. We,.....Bank.....Branch, lastly undertake not to revoke this Guarantee during its currency except with the prior consent of the IGNOU in writing.

Dated thedate of2015

For

(indicate the name of Bank)

Signature.....

Name of the Officer.....

(in Block Capitals)

Designation

Code No.....

Name of the Bank & Branch.....

AFFIDAVIT

(to be submitted on non-judicial stamp paper of Rs. 100/- duly certified by notary public)

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

- 1. That I am the proprietor/authorised signatory of M/s having Head Office/Registered Office at
- 2. That the information/documents/experience certificates submitted by M/s alongwith this tender for “..... (please specify the name of work)” in IGNOU are genuine and true and nothing has been concealed.
- 3. That I will adhere to the time schedule and are in possession of required infrastructural facilities to the quantum of paper asked by the university in the tender document.
- 4. 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.
- 5. 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.
- 6. 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.

DEPONENT

I,, the proprietor/authorised signatory of M/s do hereby confirm that the contents of the above affidavit are true to my knowledge and nothing has been concealed there from and that no part of it is false.

Verified at this day
of

DEPONENT

(Signature & Seal of Notary)