



Indira Gandhi National Open University
Student Evaluation Division
Maidan Garhi, New Delhi-110068

TENDER NOTICE

Sealed tenders are invited on prescribed tender forms from manufacturers / suppliers having vast experience in supply of examination Answer Books to the Universities/Educational Institutions of higher learning for supply of Examination Answer Books (Main & Supplementary), containing 16 pages in Main and 8 pages in Supplementary Answer Books in the size of 22.5cm x 28.4cm and 22cm x 28.3cm respectively on 70 GSM Maplitho printing paper manufactured by reputed Paper Mills. The Answer Books shall be thread stitched and stapled along with numbering. The estimated cost of the tender is Rs.1.5 Crore. Tender Documents containing the prescribed Tender form and Terms & Conditions can be obtained from Student Evaluation Division (SED), Room No. 15, Block No.6, IGNOU, Maidan Garhi, New Delhi-110068 on payment of Rs.1,000/- by way of Demand Draft drawn in favour of IGNOU payable at New Delhi from 21/01/2015 to 19/02/2015 upto 3:00 p.m. Tender documents can also be downloaded from the University website at <http://www.ignou.ac.in> and submitted with a Demand Draft for Rs.1,000/- drawn in favour of IGNOU and payable at New Delhi. The Tender complete in all respects should be submitted to the Registrar, SED on the above address upto 3:00 p.m. on 19/02/2015. Late submission of the tender documents will summarily be rejected. Tenders shall be opened in the presence of the bidder/s or their representatives on 19/02/2015 at 3:30 p.m.

IGNOU reserves the right to accept or reject any or all the tenders without assigning any reasons thereof.

Visit us at: <http://www.ignou.ac.in>

Registrar (SED)

PRICE Rs. **1000/-**

TenderNo.IG/SED/Estt./20/15

Dated:15-01-2015



Ignou
THE PEOPLE'S
UNIVERSITY

INDIRA GANDHI NATIONAL OPEN UNIVERSITY
STUDENT EVALUATION DIVISION
MAIDAN GARHI, NEW DELHI-110068

TENDER
FOR
PRINTING AND SUPPLY OF
'ANSWER BOOKS'

Estimated Cost : Rs.1.5 Crore (In INR)

Last date for submission of Tender form: **19-02-2015 Time: 03:00 PM**

Date of Opening of Tender: **19-02-2015 Time: 03:30 PM**

Venue :

IGNOU
Block No.6, Room No. 15
Maidan Garhi
New Delhi-110068

INDEX

Annexure No.	CONTENTS	Page No.
I	Schedule of Specifications	
II	Main Terms & Conditions of Supply	
III	General Terms and Conditions of the Contract	
IV	Technical Bid (Form-A) Part-I Specifications of Main and Supplementary Answer Books.	
V	Financial Bid (Form-B)	
VI	Bank Guarantee Proforma	
VII	Undertaking	
VII	Affidavit	



SPECIFICATIONS FOR MAIN AND SUPPLEMENTARY ANSWER BOOKS

The Indira Gandhi National Open University requires the following quantity of main and supplementary answer books, to be supplied as and when required in one or more lots as will be specified by IGNOU in its supply order(s) during the period of contract.

TENDER FOR PRINTING & SUPPLY OF MAIN AND SUPPLEMENTARY ANSWER BOOKS

Description	Size (in Cm)
<p>1 Main Answer Books containing 16 Pages made of “70 GSM Maplitho Printing Paper manufactured by Reputed Paper Mills” with thread stitching, proper stapling and Serial numbering . The first page containing the columns for student and examination particulars and table for markings and the last page containing instructions to candidates in English and Hindi shall be black in colour. It shall contain 20 lines in blue on each page of 12 inner pages with red double-lined left margin. The entire book shall be punched with perforated letters “IGNOU”.</p>	<p>22.5 cms. X 28.4cms</p>
<p>2 Supplementary Answer Books containing 8 pages made of “70 GSM Maplitho Printing Paper manufactured by Reputed Paper Mills” with thread stitching, proper stapling and Serial numbering. The first page shall contain headings with 4 four line print in black for filling up the students particulars in the right top corner. It shall contain 20 lines in blue on each of all the 8 pages with red double-lined left margin. The entire book shall be punched with perforated letters “IGNOU”.</p>	<p>22 cms. X 28.3cms</p>

Yours Cordially,

Registrar (SED)



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INDIRA GANDHI NATIONAL OPEN UNIVERSITY
MAIDAN GARHI, NEW DELHI – 110 068

Main Terms and Conditions for Printing and Supply of Main and Supplementary Answer Books

The Main Terms and Conditions for printing and supply of Answer Books (Main and Supplementary) are as follows:-

1. Interested eligible tenderers may obtain the tender form from the office at Room No.15, Block No.-6 Student Evaluation Division, Indira Gandhi National Open University, Maidan Garhi, New Delhi-110 068 on all working days from 21-01-2015 to 19-02-2015 between 10.30 AM to 4.00 PM and up to 3.00 PM on (closing date), 19-02-2015 by paying a (non refundable) fee of Rs.1000/- by way of a Demand Draft in favour of IGNOU, New Delhi. Tender documents will be posted, if expressly so desired, at the risk of prospective tenderer, on payment of a fee of Rs.1000/- and Rs. 100/- towards postal charges. The fees and the postal charges, if applicable, may be paid by way of a "demand draft" 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 and in that case a bank draft drawn in favour of IGNOU; New Delhi for Rs.1000/- should be attached along with Technical Bid towards cost of the tender document.
2. Tender complete in all respects, in two different sealed covers, i.e. TECHNICAL BID in cover A (Form-A) and FINANCIAL BID in cover B (Form-B) must be put in the tender box available in Room No.15, Block No.-6, SED, latest by 3.00 P.M. on (closing date) 19-02-2015 superscribing type of bid on the envelopes. **Technical bid & Financial bid should be put in separate sealed envelopes and both the envelopes containing Technical bid and Financial bid be placed in one sealed envelop**. All the TECHNICAL BIDs received within the stipulated time will be opened in the presence of the tenderers or their authorised representatives, who may choose to attend the opening of tenders in the office of Registrar, SED, Indira Gandhi National Open University, Maidan Garhi New Delhi at 3.30 P.M. on 19-02-2015

The FINANCIAL BIDs will be opened on a later date of the successful tenderers. It will not be opened for those tenderers whose TECHNICAL BID does not fulfill the requirement of tender documents as mentioned in Clause 4 of Annexure- II and does not meet all the technical characteristics and requirements contained in the Part – II of Annexure IV of this Tender document.

The decision of the "Tender Opening and Evaluation Committee" of the University shall be final and binding with regard to the opening of the TECHNICAL & FINANCIAL BIDS.

3. The rates must be quoted both in words and figures. In case of difference in words and figures of the rates quoted, the rates offered in words shall be considered as binding. The tender must be signed by a person duly authorised to bind the tenderers to the Contract. The unsigned tender will summarily be rejected.

Signature with seal of the tenderer

4. Eligibility and qualification requirements of Tenderers:

No tender shall be considered valid if :-

- a) The production capacity of the firm per year is not declared. A documentary proof to this effect is to be submitted for the previous financial year.
 - b) The tender document has not been purchased by the tenderer from the office of Registrar, SED, Indira Gandhi National Open University or not accompanied by a DD for Rs.1000/- in favour of IGNOU as per para 1 above.
1. The tender shall be accompanied by a Bid Security (Earnest Money Deposit) of Rs.3,00,000/- (Rupees Three Lakhs only) by way of a Account Payee Demand Draft in favour of Indira Gandhi National Open University, payable at New Delhi, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks. Tenders not submitted in the proper form and not accompanied by the Bid Security shall not be considered. Please note that the Bid Security/EMD will not be accepted by cheque, deposits in cash or money order. The Bid Security shall remain valid for a period of forty-five days beyond the final bid validity period.
- 2.1 No interest will be payable on Bid Security/EMD. The Bid Security/EMD will be refunded to the unsuccessful tenderer(s) on application, after intimation of rejection of tender.
- 2.2 Bid Security/EMD will be forfeited if the tenderer withdraws his tender after the date of opening of tender and/or alter the rates and terms of the contract, or in the event of his failure to furnish Security Deposit for the required amount within the prescribed time limit.
- 2.3 Late tenders will not be considered. Conditional tenders will summarily be rejected. Tenders under the following conditions also will be summarily rejected.
- a) The tender is conditional and inconsistent with the terms and conditions of the contract given with this document.
 - b) Rates of products of more than one manufacturing mills/units are quoted.
 - c) More than one rate is quoted for the products.
 - d) The tenderer submits more than one tender or authorises the submission of more than one tender on its behalf by one or more authorized person(s)/Company(s).
 - e) "Power of Attorney" in favour of a person duly authorised to sign the tender is not enclosed with the tender documents.
 - f) Tender is received after the dead-line for submission of bids.
 - g) Tender is not accompanied with five samples each of main Answer and Supplementary Answer Books for which the tenderer quotes their rate duly signed and stamped with address on each sample.
 - h) Tender is not accompanied by the Undertaking and Affidavit.

Signature with seal of the tenderer

2.4 Evaluation of offer

- (a) Vendors will be short listed by a duly constituted Tender Opening and Evaluation Committee (TOEC), on the basis of Technical/financial parameters, and if considered necessary, TOEC may decide to visit and inspect manufacturing units/facilities.
 - (b) The financial Bids of the technically short listed vendors only shall be opened in the presence of the bidders or their representatives on a specified date and time at the Office of the Indira Gandhi National Open University.
 - (c) The purchaser reserves the right to select the vendor on the basis of best possible features quoted. The decision of the Purchaser arrived at as above shall be final and representation of any kind shall not be entertained on the above. Any attempt by any vendor to bring pressure of any kind may disqualify the vendor for the present tender and the vendor may be liable to be debarred from bidding for the IGNOU tenders in future for a period of three years.
3. Form of organization, whether partnership or proprietary or Limited Company must be clearly mentioned in the tender. If partnership firm, the names & addresses of the partners and if Limited Co., the names and addresses of the Director and Registration Number may be expressly stated.
 4. No Sales Tax and/or other forms 'C' or 'D' are issued by the University.
 5. Rates quoted in the tender should be valid for a period of one year from the date of the award of contract.

BID DOCUMENT :

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

6. The manufacturing firm shall give an undertaking that they will adhere to the time schedule and are in possession of required infrastructural facilities to produce the quantum of goods asked by the University in the Tender document.
7. Before placing the order, the university reserves the right to inspect the manufacturing unit / factory to ensure its infrastructure, machines, quality assurance equipments and production capacity etc. After ensuring the same the Supply Order shall be placed.
8. Earnest Money
 - i) Earnest money of the successful tenderer can be considered for adjustment against the security deposit on the written request of the contractor.
 - ii) Earnest money of the unsuccessful tenderer(s) shall be refunded as early as possible after the finalization of the tender.
 - iii) No interest shall be paid on the Earnest Money.

Signature with seal of the tenderer

iv) Earnest money shall stand forfeited

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.

9. PACKING

i) The Answer Books should be supplied in specified packing conditions. Any variation in number of answer books per packet shall not be permitted. In case of any occurrence of 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.

ii) Every package should contain details of the material packed with complete reference to IGNOU's order. Address of IGNOU must be super-scribed on both sides of the packages.

10. Supply of answer books will be in one or more lots as per the requirement of the University and the supplies must commence within 30 days from the date of acceptance of the order and should be completed as per the schedule provided in the supply order. The supplies should be made free of transportation charges at the stores of the University situated at Maidan Garhi, New Delhi-110068 or at any other place in Delhi / New Delhi and should be properly packed and stocked as per the directions of the Deputy Registrar/Assistant Registrar or any other officer authorized by Registrar, SED, IGNOU. The delivery schedule should be intimated in writing to the Registrar, SED, IGNOU. The acceptance Date of goods shall be treated as the date of stock entries at the stores of SED.

11. The supplies should conform to the quality / specifications of the Product agreed upon and is subject to inspection before acceptance of stores. If the product fails to conform to the given specifications, the University reserves the right to reject the total supplies and remove the goods at supplier's cost or to levy appropriate penalty on the supplier including recovery of payments made against the supplies.

12. Award of contract shall be within the sole discretion of University. The University is not bound to award the contract on the basis of bids received. It shall be open to the university not to accept any bid and to abandon the contract without disclosing any reasons. It is also not necessary that the lowest bid shall have to be accepted. The University reserves the right to reject or accept whole or any part of the quotation. The interest of the university shall be paramount. No bidder shall have any indefeasible rights to be awarded a contract even if his price is the lowest. The decision of the university on the Tender / contract is final and binding on the tenderer / contractor.

13. The University reserves its right to take any such actions as may deem proper against the contractor in case of failure on the part of the tenderer for fulfilling the contract apart from forfeiture of Bid Security / Performance Security.

Signature with seal of the tenderer

14. PAYMENT

Payment will be made for the quantity of answer books delivered and formally accepted after physical inspection and receipt of Lab. Test report subject to the condition that Lab Test Report is/are in order. The payment will be made 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 and receipt of Lab. Test Report.

15. Acceptance of offer will be communicated in writing by Letter or by formal 'Acceptance of Tender' within ten days of the receipt of the Supply Order. In case, acceptance is communicated by telegram or Express Letter, formal 'Acceptance of Tender' will follow in due course and in the mean while, the tenderer will act upon the instructions contained in the Telegram / Express Letter.

16. PERFORMANCE SECURITY

- a) On acceptance of the Tender, the selected tenderer shall deposit an amount fixed by the University equivalent to 10% of the value of the contract within the period specified by the Purchaser by way of an Account Payee Demand Draft drawn in favour of Indira Gandhi National Open University payable at New Delhi, Fixed Deposit Receipt or Bank Guarantee (copy of the Proforma enclosed as Annexure VI) of any of the commercial banks. Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier.
- b) 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 Performance Security furnished by the tenderer and to arrange to purchase the ordered quantity of the material from elsewhere at the risk and expense of the contractor. Save as aforesaid, if the tenderer duly performs and completes the contract in all respects to the satisfaction of the purchaser, the Security Deposit shall 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 for which the Indira Gandhi National Open University is entitled to recover from the Contractor, if any.
- c) The Performance Security 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 until the final audit report on the account of the bill had been received and examined.
- d) Any sum of money due and payable to the Contractor(s) including Performance Security 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 Contractors 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.
- e) The Bid Security will be refunded to the successful tenderer after receipt of the Performance Security.
- f) The Performance Security shall be released by the University only after completion of the ordered supply or one year from the date of acceptance of the offer, whichever is later, after deducting any amount due on the Contractor.

Signature with seal of the tenderer

17. INCOME TAX - PAN / TAN

The successful tenderer will have to necessarily furnish a copy of the PAN/TAN issued by the Income Tax Department to the manufacturing Unit or tenderer along with the copy of the return filed during the last financial year.

18. The rates quoted and accepted shall remain firm and valid and not subject to any change on whatever grounds for a period of one year from the date of acceptance of the Contract.

19. The quantities mentioned in the Tender are approximate and the requirement may vary. The IGNOU reserves the right to place orders as per its requirements from time to time on the same rates, terms and conditions during the currency of the contract.

20. In case the tender submitted by the tenderer is accepted by the University and the contract for the supply of Answer Books as per the above tender is awarded to the said successful tenderer, the said tenderer shall within fifteen days of acceptance of his tender execute an Agreement with the University in a non-judicial stamp paper of a value of Rs.100/- with the University incorporating all the terms and conditions under which the University accepts his tender.

Registrar (SED)



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INDIRA GANDHI NATIONAL OPEN UNIVERSITY
MAIDAN GARHI, NEW DELHI – 110 068

GENERAL CONDITIONS OF CONTRACT

1. PARTIES :

The parties to the Contract are the Contractor and the IGNOU through the Registrar (Administration), Indira Gandhi National Open University.

2. ADDRESS OF THE CONTRACTOR AND NOTICES AND COMMUNICATION ON BEHALF OF IGNOU :

For all purposes of the Contract, including arbitration if any, 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 registered post with "Acknowledgement Due" to the Registrar, SED, IGNOU. The Contractor shall be solely responsible for the consequences of an omission or error in notifying the change of address in the manner aforesaid. All communications to the University shall be addressed to Registrar, SED, Indira Gandhi National Open University, Maidan Garhi, New Delhi-110068 and shall be sent under registered post.

3. EXERCISE OF THE POWERS OF IGNOU:

Any communication or notice on behalf of IGNOU in relation to the Contract may be issued to the Contractor by the Registrar (Administration) or by any other officer authorized by him in IGNOU and all such communications and notices may be served on the Contractor either by registered post or Under Certificate of Posting or by 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 Contractor.

4. RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT :

The Contractor shall perform the Contract in all respects in accordance with the terms and conditions thereof.

5. (a) SUBLETTING AND ASSIGNMENT

Except with the previous consent in writing from the Registrar, SED, IGNOU, the Contractor shall not sublet, transfer or assign the Contract or any part thereof or any interest therein or any benefit or advantage thereof in any manner whatsoever to any other firm.

(b) CHANGES IN A FIRM

- i) If the Contractor is a partnership firm, no new partners shall be introduced in the firm, except with the previous consent in writing of the Registrar, SED, IGNOU, which will be granted only upon execution of a written undertaking by the new partner to perform the Contract and accept all the liabilities incurred by the firm under the Contract prior to the date of such undertaking.

Signature with seal of the tenderer

- ii) If on the death or retirement of any partner of the Contractor firm, the said partnership firm is dissolved before the completion 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, SED, IGNOU, by Registered Post Acknowledgement Due.

(c) CONSEQUENCES OF BREACH

Should the contractor or the Contractor firm or any partner of the firm commit breach of any of the conditions (a) or (b) of the above sub-clause, it shall be lawful for the Vice-Chancellor, IGNOU to direct the Registrar (Administration) to cancel the Contract and purchase, or to authorise the purchase of the stores contracted for at the risk and cost of the Contractor, forfeiting Security amount or any payment due and university shall further be entitled to recover from contractor herein any loss or damage to university from such breach.

- (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 Contractor or the Contractor-Firm or any of the partner(s) of the Contractor-Firm has committed a breach of any of the conditions contained in the sub-clause shall be final and binding on the Contractor and the Contractor cannot raise any objection thereto at any point of time.

6. PRECAUTIONARY MEASURES

- i) All items shall be supplied and all jobs carried out with due regard to the prescribed specifications and terms mentioned in the Supply Order / Purchase Order.
- iii) The Contractor shall take every care to see that the work or any portion thereof does not fall into the unauthorised 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 (Administration) / Registrar (SED) 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 (Administration) off IGNOU.

7. INFORMATION AS TO WORK IN HAND

The Contractor shall whenever called upon to do so, give full particulars and information with regard to any work in hand and shall also permit the Registrar, SED, IGNOU, or any other officer deputed by him to inspect the Contractor's premises at all reasonable time to verify the statements. The Contractor shall give all assistance and information as may be required by the Registrar, SED, IGNOU his representative in connection with the Contract(s). He shall also submit in writing when required to do so, detailed explanations of the causes of non-delivery.

Signature with seal of the tenderer

8. 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 supply in 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).
 - (c) The Purchase effected at the risk and expense of the firm after giving it due notice and difference in price paid for purchase from other sources 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 to recover from the Contractor any loss incurred thereby and the Contractor will not be entitled to any compensation for such cancellation.
 - (d) If the Contractor is not able to supply the ordered items completely within the specified period to the complete satisfaction of the University, the University reserves the right to forfeit the Performance Security, Bid Security as the case may be.
9. (a) 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, SED, 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.
- (b) The Contract can be terminated by the Registrar (Administration) under the directions from the Vice-Chancellor, IGNOU, at any time by giving 15 (fifteen) days notice in writing without assigning any reasons whatsoever.

10. EXTENSION OF TIME

- i) As soon as it is apparent to the Contractor(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, SED, IGNOU, well in advance without prejudice to the rights of the Registrar, SED, IGNOU, under the Contract, about the failure to execute the Contract in proper time, as aforesaid, shall have arisen from any cause (including strikes, combination of workmen, fire and accidents resulting in stoppage of work in the factory of the Contractor) 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, SED, IGNOU to obtain supplies from elsewhere, during the said period of extension. The Registrar, SED, IGNOU may in such cases where an extension is given, direct that the Contractor 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 Contractor(s) or otherwise, as may be found necessary.

Signature with seal of the tenderer

- ii) All such delayed delivery affected without getting an extension of delivery period shall be deemed to have been accepted by the purchaser with the clear intension to levy liquidated damages not by way of penalty, under clause 10(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.
- v) Any additional levies becoming due to government, or any other additional claims from the supplier after the contract period shall not be payable by IGNOU.

11. 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 be entitled to any gain or re-purchase.

12. 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, SED, 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.

13. SETTLEMENT OF DIPUTES 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.

Signature with seal of the tenderer

14. HEADINGS OF CLAUSES

The headings of Clauses hereto shall not affect the construction thereof.

15. 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 until this contract Language of arbitration shall be English only and both the parties shall bear the cost of arbitration equally.

16. 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.

Registrar (SED)
Indira Gandhi National Open University
New Delhi.110068.

Signature with seal of the tenderer

TECHNICAL BID (FORM -A)

To

The Registrar
Student Evaluation Division
Indira Gandhi National Open University
Maidan Garhi,
NEW DELHI – 110 068.

From:	
M/s	e-mail
.....	Mobile No.
.....	Phone No.....
.....	Fax No.....

SUBJECT: TECHNICAL BID FOR PRINTING AND SUPPLY OF ANSWER BOOKS.

Dear Sir,

In response to your Tender Notice published in _____ dated _____, I / we submit our Technical Bid for printing and supply of answer books.

I/we shall abide by all the terms and conditions envisaged in your Tender Document.

The following documents are enclosed herewith;

- | | |
|---|---------------------------------|
| 1.EMD (DD of Rs.3,00,000/- should be enclosed) | <input type="checkbox"/> YES/NO |
| 2. POWER OF ATTORNEY | <input type="checkbox"/> YES/NO |
| 3. FIVE SAMPLES EACH OF MAIN AND SUPPLEMENTARY ANSWER BOOKS DULY SIGNED BY THE MANUFATURERER OR HIS AUTHORISED REPRESENTATIVE | <input type="checkbox"/> YES/NO |
| 4. PRODUCTION CAPACITY OF THE FIRM | <input type="checkbox"/> YES/NO |
| 5. AFFIDAVIT (AS PER ANNEXURE-VII) | <input type="checkbox"/> YES/NO |

Signature of bidder with seal

6. Details of Bid Security/EMD enclosed :

(DD No., Date, Bank, Amount etc.)

7. Enclose sample paper of both main and supplementary answer books with specification proposed to be printed and supplied.

8. Details of the major supply orders executed

Name of the University/Educational Institution	Supply Order No. (attach copy of orders)	Quantity supplied with dates	Time taken for completing the Order

9. Income-tax returns for the last three years (enclose copies) :

10. ST/CST/VAT No. :

11. Validity of Offer :

12. Payment Terms :

13. Delivery Time :

14. Infrastructure facilities available for the job.

15. Quality of paper (to be used) and to be supplied

16. Any other information:

17. List of Local Offices with address and name of contact person with phone no./fax no.

18. Pan Card No.:

Signature of the tenderer: _____

Name of the tenderer: _____

Seal with address of the company: _____


Dated:.....

Signature with seal of the tenderer

IGNOU
SED

SPECIFICATIONS OF ANSWER BOOKS

1. -----
2. -----:

i.		
ii.		
iii.		
iv.		
v.		
vii.		
 <p>Ignou THE PEOPLE'S UNIVERSITY</p> <p>"If undelivered, please return to":- Student Evaluation Division Indira Gandhi National Open University Maidan Garhi, New Delhi-110068</p>		
viii.	Packing	

Registrar (SED)

Signature with seal of the tenderer

COMMERCIAL BID (FORM- B)

(To be submitted in envelope 'B' superscribed with words in CAPITAL letters
"COVER B: FINANCIAL BID FOR SUPPLY OF EXAMINATION ANSWER BOOKS

To
The Registrar,
Student Evaluation Division,
Indira Gandhi National Open University
Maidan Garhi, New Delhi-110068

TENDER FOR PRINTING & SUPPLY OF EXAMINATION ANSWER BOOKS

A. Description	Size (in Cm)	Rate per answer sheet in INR(Rs.)		
		Upto 5,00,000	>5,00,000 <10,00,000	>10,00,000
2 Main Answer Books containing 16 Pages made of "70 GSM Maplitho Printing Paper Manufactured by Reputed Paper Mills" Thread stitching, proper stapling and Serial numbering . The first page containing the columns for student and examination particulars and table for markings and the last page containing instructions to candidates in English and Hindi shall be black in colour. It shall contain 20 lines in blue on each page of 12 inner pages with red double-lined left margin. The entire book shall be punched with perforated letters "IGNOU".	22.5 cms. X 28.4cms	Rs.____ (Rupees----- ----- ---(in words)	Rs.____ (Rupees----- ----- (in words)	Rs.____ (Rupees----- ----- -----(in words)
2 Supplementary Answer Books containing 8 pages made of "70 GSM Maplitho Printing Paper Manufactured by Reputed Paper Mills" with thread stitching, proper stapling and Serial numbering. The first page shall contain headings with 4 four line print in black for filling up the students particulars in the right top corner. It shall contain 20 lines in blue on each of all the 8 pages with red double-lined left margin. The entire book shall be punched with perforated letters "IGNOU".	22 cms. X 28.3cms	Rs.____ (Rupees----- ----- ---(in words)	Rs.____ (Rupees----- ----- (in words)	Rs.____ (Rupees----- ----- -----(in words)
3. Sales Tax/VAT				
4. Central excise duty, if any				
Total		Rs.____ (Rupees----- ----- ---(in words)	Rs.____ (Rupees----- ----- (in words)	Rs.____ (Rupees----- ----- -----(in words)

Signature with seal of the tenderer

- a) SUPPLY SCHEDULE: Supply of the ordered quantity of Answer Books (Main and Supplementary) will be arranged as per the time-schedule to be prescribed by the University.
- b) The above rates are inclusive of charges for delivering the stores at the premises of the IGNOU at Maidan Garhi, New Delhi / or a place specified by IGNOU at Delhi/New Delhi.

Signature of the Tenderer

Place : _____

Date : _____

Name of the Tenderer : _____

Address : _____

(With Rubber stamp of the Tenderer)

BANK GUARANTEE PROFORMA

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 betweenand of 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)

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,

- i. 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)'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 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.

- iii. 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.
- iv. 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 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 before ALL OUR RIGHTS UNDER THE 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,.....lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the IGNOU in writing.

Dated thedate of2015

For

(Indicate the name of Bank)

Signature.....

Name of the Officer.....

(in Block Capitals)

Designation of

Code No.....

Name of the Bank & Branch.....

On the letter-head of the manufacturing firm

UNDERTAKING

We, _____ (name of the firm) hereby undertake to adhere to the time schedule of delivery of the goods within the specified time and are in possession of required infrastructural facilities, machines, quality assurance equipment and production capacity to produce the quantum of goods required by IGNOU in the tender.

Place : _____

Date : _____

Authorized Signatory

(With Rubber stamp)

ANNEXURE-VIII

(Affidavit duly executed before the Notary Public on a Stamp Paper of Rs.10/-)

AFFIDAVIT

(Before Public Notary, _____)

I, _____ (Name of the Deponent), S/o _____, Aged

About : _____ years, Resident of : _____

_____ do

hereby solemnly state and affirm as under :

1. That, I am working as _____ (Designation of the Deponent) with M/s _____ (Name & Address of the Firm / Company) since _____ years ;
2. That, I am the Authorized Signatory / have been duly authorized to execute this affidavit on behalf of the above-named Firm / Company and as such competent to swear this affidavit. The duly certified copy of the Authourization Letter / Board Resolution to this effect is enclosed an Annexure with this Affidavit.
3. That, being the Authorized Signatory I am conversant with the technical details and the overall functioning of the Firm / Company applying for the present tender.
4. That, it is submitted that the Firm / Company shall maintain utmost secrecy in the scanning, processing and scoring of result and shall not interpolate / manipulate or tamper with the score.
5. That, in case any such incident is noticed, penalty as imposed by the Hon'ble Vice-Chancellor of the Indira Gandhi National Open University shall be payable by us.
6. That, I take oath and solemnly declare/affirm that the particulars furnished in the present "Tender Form" are correct and that nothing has been concealed or misrepresented therein. That, it is submitted that all the Statements / Submissions / Declarations / Information, etc. furnished in this "Tendering Form" are true statement.
7. That, I declare that there is no legal/criminal proceedings pending/contemplated against our firm or any staff members of our firm relating to designing, printing, supply, scanning and processing of OMR sheets. It is further submitted that the integrity of the Firm / Company or any of its staff members is not under suspicion / inquiry / investigation (As the case may be) before any agency like Police, Crime Branch, Central Bureau of Investigation, Vigilance Cell, Central Vigilance Commission, etc. and other such agencies empowered to do so under the extant laws.
8. That, I declare that the Firm / Company here-in-above mentioned has not been black-listed by any Organization/Company.

9. That, I provide hereunder the following details of penalty imposed *, etc. on the Firm / Company by any Organization/Company by way of monetary penalty or any other mode :

Sr. No.	Details of Organization / Company, etc.	Details of penalty imposed, etc.
1.		
2.		

(*).Strike off whichever not applicable.

10. That, I do hereby swear that my statements under Para's (1) to (9) are true and correct and that it conceals nothing and that no part of this is false. In case the contents of affidavit are found to be incorrect or false, I shall be liable for action under the relevant provision of the Indian Penal Code and other relevant laws.

DEPONENT

Place :

Date :

Article II. VERIFICATION

Verified at _____ on this _____ day of _____ in the year of _____ that the contents of Para (1) to Para (10) of the above affidavit are true and correct to the best of our knowledge and belief and nothing has been concealed there from.

DEPONENT

ATTESTED

(NOTARY PUBLIC)

Important Note: The date of issuance of Stamp-paper should necessarily be between the opening and closing dates of the Tender (Both dates inclusive).