

PRICE Rs. **500/-**



IGNOU
THE PEOPLE'S
UNIVERSITY

INDIRA GANDHI NATIONAL OPEN UNIVERSITY
MATERIAL PRODUCTION AND DISTRIBUTION DIVISION
MAIDAN GARHI, NEW DELHI-110068

**TENDER FOR PROCUREMENT OF 35000 LAMINATED
PP WOVEN FABRIC BAGS**

Tender Closing Date 04.04.2016 Time 2.30 P.M.

Tender Opening Date 04.04.2016 Time 3.30 P.M.

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INDIRA GANDHI NATIONAL OPEN UNIVERSITY
Material Production and Distribution Division

SPECIFICATIONS FOR LAMINATED PP WOVEN FABRIC BAGS

The Indira Gandhi National Open University require the following quantity of Laminated PP Woven Fabric Bags, 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 the contract.

REQUIREMENT:

Sl.No.	Particulars	Approximate Quantity in Nos.	Estimated Cost (in Rs.)	EMD (in Rs.)
1.	The Laminated PP Woven Fabric Bags with 60 GSM Size: 27" x 34"	35,000 (Thirty Five thousand only)	4,20,000/-	15,000/-

Manufacturers should furnish five samples as per the above specification while submitting the tender.

Yours Cordially,

Registrar (MPDD)



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

Main Terms and Conditions for Supply
of Laminated PP Woven Fabric Bags

The Main Terms and Conditions for supply of PP Woven Fabric Bags are as follows:-

1. Interested eligible tenderers may obtain the tender form, from the office at Room No.3-A, MPDD, Indira Gandhi National Open University, Maidan Garhi, New Delhi-110 068 on all working days from **14.03.2016 to 04.04.2016** between 10.30 AM to 5.00 PM and up to 2.00 P.M. on 04.04.2016 by paying a (non refundable) fee of Rs.500/- 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.500/- 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.500/- should be attached along with **Technical Bid** towards cost of the tender document.
2. Tender complete in all respect, in two different sealed covers, i.e. **TECHNICAL BID in cover A (Form-A) and COMMERCIAL BID in cover B (Form-B)** must be put in the tender box available in Room No. 4, MPDD, latest by **2.30 P.M.** on **04.04.2016** superscribing type of bid on the envelopes. All the TECHNICAL BIDs received within the stipulated time will be opened in the presence of tenderers or their authorised representatives, who may choose to attend the opening of tenders in the office of Registrar, MPDD, Indira Gandhi National Open University, Maidan Garhi New Delhi at **3.30 P.M. on 04.04.2016.**

The COMMERCIAL BIDs will be opened on a later date. It will not be opened for those tenderers whose TECHNICAL BID does not fulfill the requirement of tender document 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 & COMMERCIAL BID.

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. Proof of authorization shall be furnished in the form of “**Power of Attorney**” which shall accompany the tender.
4. **Eligibility and qualification requirements of Tenders:**
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 previous financial year.

- b) The tender document has not been purchased by the tenderer from the office of Registrar, MPDD, Indira Gandhi National Open University or not accompanied by a DD for Rs. 500/- in favour of IGNOU as per Clause 1 on pre-page.
- c) Not submitted in prescribed form and not accompanied with earnest money of Rs. 15,000/- (Rupees Fifteen Thousand only) by Bank Draft in favour of **Indira Gandhi National Open University**, payable at New Delhi.
- d) The tender is conditional and inconsistent with the terms and conditions of the contract given with this document.
- e) Rates of products of more than one manufacturing mills/units are quoted.
- f) More than one rate is quoted for the bag.
- g) 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).
- h) "Power of Attorney" in favour of a person duly authorised to sign the tender is not enclosed with the tender documents.
- i) Tender is received after the dead-line for submission of bid.
- j) Tender is not accompanied with five samples for which the tenderer quotes their rate duly **signed and stamped with address on each sample**.
- k) **BID DOCUMENTS** :

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.

- 5. 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 IGNOU in the Tender document, (including as and when required by the IGNOU during the period of contract).
- 6. Before placing the order, the IGNOU 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.
- 7. **Earnest Money**

- i) Earnest money of the unsuccessful tenderer(s) shall be refunded as early as possible.
- ii) No interest shall be paid on the Earnest Money.
- iii) 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.

8. **PACKING**

The bags should be supplied in bundles of 100 Nos. Variation in number of bags per bundle 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.

9. Supply of Bags **will be in one or more lots as per requirement of the IGNOU** and the supplies must commence within 15 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 Asstt. Registrar or any other officer authorized by Registrar, MPDD, IGNOU. The delivery schedule should be intimated in writing to the Registrar, MPDD, IGNOU. **The acceptance Date of goods shall be treated as the date of stock entries at the stores of MPDD.**

10. The supplies should conform to the quality / specifications of the Product agreed upon and is subject to inspection before acceptance of stores. In case, if any deficiency in the specified 60 GSM, the IGNOU will deduct the penalty on proportionate basis on the total amount.

11. Award of contract shall be within the sole discretion of IGNOU. The IGNOU is not bound to award the contract on the basis of bids received. It shall be open to the IGNOU to 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 IGNOU reserves the right to reject or accept whole or any part of the quotation. The interest of the IGNOU 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.

12. The IGNOU 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 earnest money / security deposits.

13. **PAYMENT**

90% payment will be made for the quantity of PP Woven Fabric 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 working days only after the receipt of Lab Test Report subject to the condition that Lab Test Report is/are in order.

14. 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.

15. **PERFORMANCE SECURITY**

a) On acceptance of the Tender, the selected tenderer shall deposit an amount of 10% of the value contract within 30 days of acceptance of the Supply Order in the enclosed form of Bank Guarantee (copy of the Proforma enclosed as Annexure VI).

- b) Performance Security should remain valid upto 90 days or till the receipt of Lab test Report, beyond the satisfactory completion of all the contractual obligation by the contractor whichever is later.
- c) 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 contractor and to arrange to purchase the ordered quantity of the material at the risk and expense of the contractor. Save as aforesaid, if the contractor duly performs and completes the contract in all respects to the satisfaction of the IGNOU, the Performance Security shall be refunded to the contractor after deducting all costs and other expenses that the IGNOU 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.
- d) 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 contractor, shall be retained by him until the final audit report on the account of the bill had been received and examined.
- e) 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 Contractor(s) with the IGNOU and for such purpose the IGNOU shall be entitled to sell and / or realize such securities forming the whole or part of any such Performance Security in any manner whatsoever as the IGNOU may think fit.
- f) The performance security shall be released by the IGNOU only three months after satisfactory completion of all contractual obligation by the contractor or one year from the date of acceptance of the offer, whichever is later, after deducting any amount due on the Contractor.

16. **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.

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

Registrar (MPDD)



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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 notice 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, MPDD, 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 IGNOU shall be addressed to Registrar (Administration), 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, MPDD 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, Administration, 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, MPDD, 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.

- 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, MPDD, 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 Registrar (Administration) under instruction from the Vice-Chancellor, 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, forfeiting Security amount or any payment due and IGNOU shall further be entitled to recover from contractor herein any loss or damage to IGNOU 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.
- i) The Contractor shall take every care to see that the work or any portion thereof does not fall into the unauthorised hands.
- iii) The IGNOU shall not be bound by any oral or other representations sought to be made by any officer of the IGNOU only communication of the Registrar (Admn.)/ 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 (Administration) of 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, MPDD, 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, MPDD, 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.

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 contractor's control, the Registrar (Admn.) under instructions/directions from 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.
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, MPDD, IGNOU shall be entitled to give a notice in writing to this effect to the contractor, 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 (Admn.) under the directions / instructions of 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, MPDD, IGNOU, well in advance without prejudice to the rights of the Registrar (Administration), 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, MPDD, IGNOU to obtain supplies from elsewhere, during the said period of extension. The Registrar, MPDD, 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.

- ii) All such delayed delivery affected without getting an extension of delivery period shall be deemed to have been accepted by the IGNOU 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, 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.

13. **SETTLEMENT OF DISPUTES AND JURISDICTION**

- a) 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.
- b) Supplies under the contract shall, if reasonably possible, continue during the legal proceedings and no payment due to or payable by IGNOU upon complete satisfaction of the supply, shall be withheld on account of such proceedings.

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 (Admn.) or under his authority.

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

TECHNICAL BID (FORM –A)

To,

The Registrar
Material Production & Distribution 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 SUPPLY OF LAMINATED PP WOVEN FABRIC BAGS.

Dear Sir,

In response to your Tender Notice published in _____ dated _____ , I / we submit our Technical Bid for supply of Laminated PP Woven Fabric Bags.

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. 15,000/- should be enclosed) | <input type="checkbox"/> YES/NO |
| 2. POWER OF ATTORNEY | <input type="checkbox"/> YES/NO |
| 3. FIVE SAMPLES SIGNED BY THE MANUFATURERER
OR HIS AUTHORISED REPRESENTATIVE | <input type="checkbox"/> YES/NO |
| 4. MINIMUM ANNUAL PRODUCTION CAPACITY
(NUMBERING 2 LACS ONLY) OF THE FIRM | <input type="checkbox"/> YES/NO |
| 5. UNDERTAKING (AS PER ANNEXURE-VII) | <input type="checkbox"/> YES/NO |

Signature of bidder with seal

IGNOU
MPDD

SPECIFICATIONS OF LAMINATED PP WOVEN FABRIC BAGS

i.	Size (inner measurement)	27" X 34"
ii.	Approximate Quantity	35000
iii.	Qualities of Woven Fabric	Laminated with 60 GSM
iv.	Packing	Each bundle should contain 100 number of bags



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“
If undelivered, please return to”:-

Material Production and Distribution Division

Indira Gandhi National Open University

Maidan Garhi, New Delhi-110068

Registrar (MPDD)

COMMERCIAL BID (FORM- B)

(To be submitted in envelope 'B' superscribed with words in CAPITAL letters
"COVER B: COMMERCIAL BID FOR SUPPLY OF PP WOVEN FABRIC BAGS")

To
The Registrar,
Material Production and Distribution Division,
Indira Gandhi National Open University
Maidan Garhi, New Delhi-110068

Subject: TENDER FOR THE SUPPLY OF PP WOVEN FABRIC BAGS

Type of the bags: Laminated

Specification and Quantity: As given in Annexure- I of the tender document.

Dear Sir,

I/We have carefully read your Tender Notice published in _____ dated _____ and the Tender Document on the above subject and agree to the Terms and Conditions stated therein and hereby quote my/our rates as under:

Name and Address of the Manufacturing Mill _____

LAMINATED PP WOVEN FABRIC BAGS:

	PP Woven Fabric Bags with Laminated
<i>A) Rate Per Thousand Pcs.</i>	
i) Basic Price per 1000	Rs. _____ (Rupees in words)
ii) Freight per 1000	Rs. _____ (Rupees in words)
<i>Sub Total (i & ii) per 1000</i>	Rs. _____ (Rupees in words)
<i>B) SALES TAX @ per 1000</i>	Rs. _____ (Rupees in words)
Total of (A) & (B)	Rs. _____ (Rupees in words)

(Please note Clubbed rates shall not be considered)

Certified that

- a) Above offer is valid for 90 days from its opening for acceptance.
- b) SUPPLY SCHEDULE: Supply of the ordered quantity of PP Woven Fabric Bags will be arranged as per the time-schedule to be prescribed by the University.
- c) 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 of2016/17

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)