

Bid Document

NOTICE INVITING TENDER

Tender Reference No: IG/CPU/SOA/2018

Dated:26/02/2018

Online bids (Technical & Financial) from eligible bidders valid for a minimum period of 90 days from the date of opening of financial bids are invited for and on behalf of the Vice-Chancellor, IGNOU for “**Supply, Installation, Testing and Commissioning (SITC) of Milk Processing Equipment on turnkey basis for food processing Lab of SOA at IGNOU Campus, Maidan Garhi, New Delhi**”.

Name of work	TENDER DOCUMENT FOR “Supply, Installation, Testing and Commissioning (SITC) of Milk Processing Equipment on turnkey basis for food processing Lab of SOA at IGNOU Campus, Maidan Garhi, New Delhi”.
Estimated cost	Rs.27 Lakhs approx
Period of contract	ONE YEAR
<i>Earnest Money Deposit to be submitted</i>	Rs. 54000/-
<i>Date of Publishing</i>	26/02/2018 (17:00 Hrs.)
<i>Clarification Start Date and Time</i>	27/02/2018 (10:00 Hrs.)
<i>Clarification End Date and Time</i>	28/02/2018 (18:00 Hrs.)
<i>Date and Time of Pre-Bid meeting</i>	NA
<i>Bid Submission Start Date</i>	01/03/2018 (11:00 Hrs.)
<i>Queries (If any)</i>	No queries will be entertained after clarification end date and time
<i>Last Date and time of uploading of Bids</i>	26/03/2018 (13:00 Hrs.)
<i>Last Date and time of submitting EMD at IGNOU</i>	26/03/2018 (13:30 Hrs.)
<i>Date and time of opening of Physically submitted documents (EMD)</i>	26/03/2018 (15:00 Hrs.)
<i>Date and time of online opening of Technical Bids</i>	27/03/2018 (15:00 Hrs.)

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

MANUAL BIDS SHALL NOT BE ACCEPTED

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

Bidders should regularly visit the website to keep themselves updated.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS:

- (i) For preparation of bid, Bidders shall search the tender from published tender list available on the site and download the complete tender document and should take into account corrigendum, if any published, before submitting their bids.
After selecting the tender document same shall be moved to the ‘My favourite’ folder of bidders account from where bidder can view all the details of the tender document.
- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

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

SUBMISSION OF BIDS:

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) Bidder should prepare EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BC/BG/ others, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iv) Bidders shall select the payment option as offline to pay EMD and enter details of the DD/BC/BG/others.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.**
Bidders shall download the Schedule of Quantities & Prices i.e. Schedule-A, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only.
If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected and further dealt as per provision of clause no 23.0 of ITB including forfeiture of EMD.
The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.
- (ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
- (x) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi) Bidders should follow the server time being displayed on bidder’s dashboard at the top of

the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

- (xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

ASSISTANCE TO BIDDERS:

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

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

**TENDER DOCUMENT FOR Supply, Installation, Testing and Commissioning (SITC) of
Equipment related to milk processing for SOA at
Indira Gandhi National Open University
New Delhi.**

Tender Reference No: IG/CPU/SOA/2017

Earnest Money : Rs.54000/- (Rupees Fifty Four Thousand only)

Scanned Copy of EMD must be submitted online on CPP Portal:-

<http://eprocure.gov.in/eprocure/app>

And

Physical copy of only DD/PG/irrevocable/BG etc towards EMD separately must be submitted on due date 26.03.2018 and before 13.30 hrs. of tender opening in the office of the Section Officer (CPU), Block 04, Room No-17, at IGNOU Campus, Maidan Garhi, New Delhi -110 068.

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INSTRUCTIONS TO THE BIDDER

INSTRUCTIONS TO THE BIDDER FOR e-PROCUREMENT

1. **Preparation and Submission of Bids**
 - a. The detailed tender documents may be downloaded from <http://eprocure.gov.in/eprocure/app> till the last date of submission of tender. The tender may be submitted online through CPP Portal <http://eprocure.gov.in/eprocure/app>
 - b. The bidder should submit the bid online in two parts viz. Technical Bid and Financial Bid. Technical Bid, & EMD should be uploaded online in cover-1 and Financial Bid in ".xls" should be uploaded online in cover-2
Both Technical and Financial Bid covers should be placed online on the CPP Portal (<http://eprocure.gov.in/eprocure/app>).
2. **Technical Bid:** Signed and Scanned copy of the Technical bid documents as under must be submitted online on CPP Portal: <http://eprocure.gov.in/eprocure/app>.
 - a. **List of Documents to be scanned and uploaded (Under Cover 1) within the period of bid submission:-**
 - i. Scanned copy of EMD/Tender fee (if any).
 - ii. Copy of Board Resolution/ Power of Attorney/ Authorization letter indicating that the person signing the Bid has the required authority to sign on behalf of the Bidder and Copy of Memorandum of Association & Article of Association of the Bidder
 - iii. A brief write-up about the Bidder profile containing details about its areas of business(es), technical/core competencies, financial capacity, an outline of recent experience on assignments of similar nature.
 - iv. Technical Bid Compliance Form as per annexure – I.
 - v. The following documents are to be submitted online with the bid in respect of proof of satisfaction of the eligibility conditions laid down in the Tender document:
 - **Scanned Copy of Demand Draft / Pay order or Banker's Cheque. of any scheduled bank against EMD.**
 - **Attested certificate of work experience**
 - **Balance Sheet of last three year**
 - **Turnover (*Minimum 70 lakh per year*)**
 - **Tax Return**
 - **PAN No. and GST No.**
 - **Signed filled in special terms & conditions**
3. **Documents to be submitted physically**
 - EMD
 - Samples
 - a. The bidder shall seal the original Bank Drafts/Pay orders towards EMD in an envelope. The Bidder shall mark its name and tender reference number on the back of the Bank Draft/ Pay order before sealing the same. The address of Tender process officer, name and address of the bidder and the Tender Reference Number shall be marked on the envelope. The envelope shall also be marked with a Sentence "NOT TO BE OPENED BEFORE the Date and Time of Bid Opening". If the envelope is not marked as specified above, IGNOU will not assume any responsibility for its misplacement, pre-mature opening etc.
 - b. The bidder shall deposit the envelope in the tender box kept in the office of **Section Officer (CPU), Block 04, Room No-17 at IGNOU Campus, Maidan Garhi, New Delhi-110068** on or before **26.03.2018**, 13.30 hrs, on bid submission date. *In case EMD is sent through Speed Post in the name of Tender Process Office, please ensure that it must reach on the above mentioned address as per date and time mentioned in the bid document.*
EMD not meeting above deadlines will not be accepted and the bid will be rejected.

4. Financial Bid

- a. The currency of all quoted rates shall be Indian Rupees. All payment shall be made in Indian Rupees.
- b. In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the specified “.xls” format i.e. PriceBid_20151015_IGNCD_AMC in Excel sheet attached as “.xls” with the tender and based on the scope of work, service conditions and other terms of the Tender document. It should include all costs associated with the Terms of Reference/Scope of Work of the assignment.
- c. The Financial Proposal should be inclusive of all applicable taxes, duties, fees, levies, and other charges imposed under the applicable laws. The rates quoted in the Tender are inclusive of all applicable taxes, duties etc.
- d. The Financial bid should be according to the format given in the Tender Document. It should be ensured that no required value against an item is missed. If the bidder does not want to charge for an item the value must be filled as “0” (ZERO). All totals should be correct.

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

i. Cover-1 (Technical Bid)

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

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

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

6. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <http://eprocure.gov.in/eprocure/app> free of cost.
7. Information and Instructions for bidders posted on CPPP/website shall form part of bid document. Bidders are advised to visit CPPP regularly for latest update.
8. Online bid documents submitted by intending bidders shall be opened only of those bidders, who have deposited EMD, and other documents scanned and uploaded are found in order.
9. The tenderers must submit their samples along with the original document/instruments, to be submitted manually as mentioned in the Tender document. The tender without sample of each item will summarily be rejected and no representation in this regard will be entertained by the University.
10. Those firms not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
11. The intending bidder must have valid class-III digital signature to submit the bid.

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

INSTRUCTIONS TO THE BIDDERS

19. **Last Date for Submission of Tender:**
- a. Online bids complete in all respects, must be submitted on or before the last date and time specified in the **schedule of events**.
 - b. The IGNOU may, at its own discretion, alter/extend the last date for submission of tenders.
20. **Bid Security (EMD)**
- a. The Bidder shall furnish Bid Security of Rs.54000/- (Rupees Fifty Four Thousand only) in the form of Demand Draft/Banker's Cheque/FDR/ of requisite amount, drawn on a scheduled commercial bank and payable to "IGNOU" at New Delhi.

NOTE: Physical copy of only DD/PG/BG etc towards EMD must be submitted before due date 26.03.2018, 13.30pm on the given address to Section Officer (CPU), Block 04, Room No-17 at IGNOU Campus, Maidan Garhi, New Delhi-110068, and Scanned copies of the same must be uploaded online in cover 1.

- b. Any Bid not accompanied by an acceptable Bid Security shall be summarily declared non-responsive and the envelope containing Technical Bid of such Bidder shall not be considered.
 - c. The EMD of unsuccessful Bidders shall be returned without interest after finalization of the tender and that of the Successful Bidder's EMD shall be kept with department & returned after receiving the Performance Security.
21. **Modification / Substitution/ Withdrawal of bids:**
- a. No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid's Due Date.
 - b. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid's Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
22. **Late Bids:** The bid received by the IGNOU after the prescribed deadline will be returned to the Bidder.
23. **Rejection of the Bid:** The bid submitted shall become invalid and shall not be refunded if:-
- a. The bidder is found ineligible.
 - b. The bidder does not upload all the documents as stipulated in the bid document.
 - c. DD/PG/irrevocable BG etc towards EMD is not submitted physically before opening of bid.
 - d. After opening of technical bid within **two** working days of IGNOU, bidders failed to get verified the digital documents with original documents. in the office of Dy. Registrar (CPU).
 - e. Bidders failed to submit the original signed form of acceptance of terms & conditions of item rate tender and signed filled in special terms & conditions in the office of Dy. Registrar (CPU).
 - f. Any discrepancy found in the uploaded and/or submitted documents and/or non-receipt of above digital documents as mentioned at above, the tender will be rejected without any notice and financial bid of such bidders will not be opened.

24. Other Terms and Conditions

(i) General Criteria :

- a) **The Tender Submitted without the Earnest Money Deposit (EMD) will summarily be rejected.**
- b) **The bidder has to bid for all items available completely. No part quoting will be accepted. In this regard an undertaking in token of personal visit and other conditions are also required to be furnished along with other requirements on an affidavit of Rupees 50/- essentially as per the format at Annexure IV in the Tender Document.**
- c) Bids submitted in a casual manner and without the relevant supporting documents/Samples with summarily be rejected.
- d) The Tenderer(s) are requested to go through the instructions, terms and conditions and nature of works/items given in the tender document. Failure to furnish all required information duly indexed and page numbered will be at the tenderer's risk and may result in the rejection of the tender.
- e) The University may, at its discretion, extend the deadline for submission of tender.
- f) The University reserves the right to terminate the contract at any time without assigning any reason by giving one month's notice to the firms/ firm.
- g) The University reserves the right to extend the period of contract for further period of one – two years at its discretion in the interest of the University on mutually agreed terms.
- h) In case of any dispute regarding above items, the decision of the University shall be final and binding upon the firm.
- i) The University reserves the right to have a panel made out of the tenders submitted and in case the agency selected fails to do the job successfully or leaves the job in middle of the contract period, or decline to accept the award due to some reason the next agency will be offered the job. However the validity of the panel will be for the period of the award of contract to the first panelist and in case the second in the panel is offered the job the time-span for this will be the remaining period of the first awardee of the contract. In case the successful bidder decline to accept the award letter or to provide the services the EMD submitted by him shall be forfeited and the firm may also be black listed at the sole discretion of the IGNOU.
- j) The IGNOU reserves the right to accept or reject any tender without assigning any reasons thereof.
- k) Any act on the part of the tender to influence anybody in the University related to this Tender is liable for rejection of his tender.
- l) The University reserves in itself the right to increase or decrease the quantity of items to be procured.
- m) In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding power of attorney; in case the firm is registered, a copy of the certificate issued by the Registrar of firms be furnished. In the event of the Tender being submitted by a Company, it must be signed by a person who is authorized under the Articles of Association of the Companies to do so or by a person holding duly authorized power of attorney supported by Board Resolution of the Company.

n) All offers/ tenders should be submitted before the time and date fixed for the receipt of offers as set forth in the tender documents. Offers received after the stipulated time and date will be summarily rejected. The firm must ensure that the conditions laid down for submissions of offers are correctly and completely adhered to. Tenders found deficient in any respect shall be summarily rejected.

(ii) Eligibility Criteria:

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

b) The firm should furnish a Certificate of Annual Turnover for a period of minimum last three financial years. Annual Turnover should be **minimum Rs. 70 Lacs** per year during last three financial year and should have 03 to 05 years of experience in manufacturing/Authorized Channel Partners of equipment and executed at least three projects last five years.

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

d) Any alteration or changes in rates in tender document shall be considered as invalid and liable to be rejected. Conditional tenders are liable to be summarily rejected.

e) The firm should have experience in manufacturing/ Authorized Channel Partners of the related equipment and executed atleast three similar projects in last five years. Relevant documents in support of Authorized Channel Partners may be furnished.

(iii) Compliance with the technical specification

The specification of the item/goods offered shall be in accordance with the stipulated technical specifications provided. However, higher version/deviations from the specifications, if any, shall be clearly indicated along with explanations, which are joint venture/ consortium must submit an Agreement and authorization. The University reserves the right to select the firm/s which is/are found to be competent to supply all the goods or maximum items. All the supporting documents must be signed & sealed by the Tenderer. Non-compliance may lead to cancellation of the bid. **(Format for submission of Technical bid enclosed in the Annexure I of Tender Document).**

(iv) Earnest Money Deposit

a) The EMD will be refunded to the unsuccessful bidder(s) only after finalization of the tender. However, in case of successful bidder it will be refunded only after receipt of the Performance Security. Any tender not accompanied by EMD shall be summarily rejected.

b) No Interest shall be paid by the IGNOU on the EMD for the above said period.

c) The EMD deposited is liable to be forfeited if the firm changes the terms & conditions or prices or withdraws its quotation subsequent to the date of opening or fails to accept the order when placed or fails to commence supplies after accepting the order.

d) If the successful tenderer (Firms) fails to furnish a Performance / Security deposit, on terms and conditions laid down by the IGNOU, then the Earnest Money shall be forfeited by IGNOU.

(v) Performance Security Deposit

a) The successful Firms(s) shall within 15 days of receipt of our award of contract, submit a Security Deposit @ 10% of the value of contract in the form of DD/FDR/Banker's Cheque /irrevocable Bank Guarantee, drawn in favor of "IGNOU", New Delhi, for satisfactory completion of the order. **The Performance Security shall remain valid for a period of 120 days beyond the date of completion of all contractual obligations of the firms including warranty obligation.**

b) Failure to furnish Security Deposit 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 items contracted for at the risk and expenses of the Firms and/or to recover from the Firms the damages arising from such cancellation.

c) If the successful firm, upon receipt of the Purchase Order, is not able to supply and install 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) The security deposit will be released after completion of the contract including successful performance and submission of **no demand certificate by firm/supplier.**

e) No interest shall be paid by the IGNOU on the performance security. Further note that no loss depreciation paid by the IGNOU.

(vi) Evaluation

a) The Tenders will be evaluated on the basis of techno-commercial parameters. If considered necessary, the Committee may decide to visit and inspect manufacturing and testing facilities, other related sites, as it may find worth in order to gather further information leading to evaluation of bids. Tenderer will be bound to provide all necessary information as desired by the Committee at such sites. The short-listed tenderer(s) may be, if required, called for detailed discussions at a specified date, time and venue including demonstration of their products, if need be. The Committee may consider overall lowest bidder for the benefit of IGNOU.

b) If IGNOU considers necessary, it may ask for revised financial bids from the short listed tenderers which should be submitted **within three days of intimation** to this effect in sealed envelopes on specified date and time. The revised bids shall not be for amounts more than one quoted earlier for an item, unless the specification is of higher configuration than the earlier ones, by the respective tenderer. Any tenderer quoting higher rates for the same item with same configuration quoted earlier in their revised financial bid shall be disqualified for further consideration and EMD submitted may be forfeited.

c) The IGNOU reserves the right to select the tenderer on the basis of best possible bids received. The decision of IGNOU arrived at as above shall be final and representation of any kind shall not be entertained on the above. Any attempt by any tenderer to bring pressure of any kind shall disqualify the tenderer for the present tender and the tenderer may be liable to be debarred from bidding for IGNOU tenders in future for a period of three years and EMD submitted may be forfeited.

d) The IGNOU reserves the right to award the contract to any of the bidders irrespective of not being lowest and in this respect, the decision of the University shall be final.

e) The IGNOU reserves the right to reject the Tender in respect of firm(s) which at any stage found to be no sound track record in any organization in supplying the goods in time and timely execution of work or found faulty due to breach of Contract etc.

(vii) **Effect and Validity of Offer**

- a) The offer shall be kept valid for acceptance for a period of 90 days from the date of opening of the Financial Bid. **The contract shall be initially valid for a period of One year from the date of award of the contract, which can be extended for a further period of one to Two years beyond the expiry of one year on mutually agreed terms.**
- b) Order shall be placed as per IGNOU's requirements by the authorized Officer. The successful tenderer will supply the items within the prescribed period from the date of placing the Purchase Order.
- c) In case the offer submitted by the Contractor is accepted by the IGNOU and the contract is awarded to the Contractor, then the Contractor shall within the fifteen(15) days of acceptance of his offer execute an agreement with the IGNOU on Rs. 100/- stamp paper incorporating all the terms and condition under which the IGNOU accepts his offer.
- d) The contract shall be initially valid for a period of one year **from the date of award of contract.**
- e) Alterations, if any, in the tender bid shall be attested properly by putting their signatures and seal by the Firms, failing which the tender is liable to be rejected.
- f) The Registration number of the firm along with CST number allotted by the Sales Tax authorities shall invariably be given in the tender. Excise clearance for Custom duty if any for relevant year may be submitted.
- g) During the validity of the contract including the extended period, if any, if the tenderer sells any system or sub-system of the same or equivalent configuration to any other Department/Organization in India at a price lower than the price fixed for the IGNOU, the tenderer shall automatically pass on the benefits to the IGNOU.
- h) In case the IGNOU finds that the market rates have come down from the time when rates were finalized in the rate contract/order or there is a need for selection of new system configuration based on market trends, the IGNOU, may ask the technically short listed tenderers to re-quote the prices and the tenderer shall be selected on the basis of procedure given earlier. The time difference between such re-quoted shall be minimum three months except in case of the Union Government budget.
- i) IGNOU reserves the right to place the order on the successful tenderer for additional quantity up to 25 percent of the quantity specified in the tender at the final approved rates. The Tenderer is bound to accept the orders for additional quantity during the period **upto 12 months** from the date of purchase order to the supplier/firms at the approved rates or prevailing market rate whichever is less.

(viii) **Delivery**

The Firms/ Tenderer shall supply/ install the store in accordance with the terms and conditions of the Contract at the time and in the manner specified in the contract. ***However, the firm/ supplier is required to deliver the goods within 30 Working days positively from the date of issue Purchase/ Supply Order. The failure to honor the delivery date is to be penalized at the rate of 1% per week of the ceiling of 10% of the contract value to comply with the IGNOU financial code.*** Any delay in the supply, installation, testing and commissioning except in case of justified reasons duly approved by IGNOU within the time fixed or in the event of repudiation of the contract, the (IGNOU) IGNOU reserves the right to recover damage for Breach of Contract.

- a) The item(s), if not according to the specification and is/are thus not accepted by the user, the same shall be lifted by the Supplier immediately at his own cost and replaced as per the Tender.
- b) The material should be packed in a strong case so as to avoid any damage, theft or pilferage in the transit, in which case responsibility shall be that of the supplier.

- c) Every packing case, if applicable should contain a packing note mentioning details of the material packed with complete reference to this order. Our address must be super scribed on the side of the packages.
- d) The supplier will undertake minor civil/ electrical/ provide utility services in successful installation and commissioning of equipments. The supplier may visit the site for checking the civil, electrical facilities and utilities before quoting the rates.

(ix) Payment Terms

payment will made within 30 days of submission of bills duly supported by the consignees receipt to be issued at the time of receipt and satisfactory performance report to be issued after due inspection by a designated team, installation, commissioning on turnkey basis and test run for 07 working days and as governed by the following:

- a) The equipment should be supplied as per the specification and quantity given in the purchase order.
- b) No part of the contract shall become due or payable until the tenderer has delivered, installed and commissioned the items to the complete satisfaction of IGNOU. Payment shall be made subject to recoveries, if any.
- c) The pre-receipted bill in duplicate may be submitted to the Director, School of Agriculture, G-Block, Zakir Hussain Bhawan, IGNOU, Maidan Garhi, New Delhi-110068 for payment.

(x) Warranty & Replacement

The firms shall ensure and guarantee that:

a) The items supplied shall comply fully with the specifications. If any defects are discovered or found to have developed under proper use the vendor shall remedy/replace the defective items at their own cost. In case of failure to do so, the clause xi will be invoked.

b) The firm should specify the warranty period for the equipment and also the cost of extended warranty in the bid.

c) After acceptance of the items, if any defects discovered therein or any defects therein found to have developed under proper use, arising from faulty items, design or workmanship, the firms shall remedy such defects at their own cost **within 07 days** of intimation of defect by the IGNOU failing which penalty under Clause-xi may be invoked as per University's discretion.

d) If in the opinion of the IGNOU, it becomes necessary to replace or renew any defective item, such replacement or renewal shall be made by the firms to the IGNOU free of costs within 07 days of intimation of defect by the IGNOU failing which penalty under Clause-xi may be invoked as per University's discretion.

e) Should the firms fail to rectify the defect, the IGNOU shall have the right to reject or repair or replace at the cost of the firms, the whole or any portion of the defective items.

f) The decision of the IGNOU notwithstanding any prior approval or acceptance of inspection thereof on behalf of the IGNOU, as to whether or not the items supplied by the firms are defective or any defect has developed within the **warranty period** or as to whether the nature of the defect requires renewal or replacement, shall be final, conclusive and binding on the firms.

g) Except as otherwise provided in the invitation to the tender, the firms hereby declares that the goods/ stores/ items/ articles sold/supplied to the IGNOU under this purchase order shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained / mentioned in the purchase order.

(xi) **Penalty for Delayed replacement/remedy**

a). Penalty for delayed replacement/remedy during warranty will be levied @ 1% of the total value of the faulty/defective items per week subject to maximum five weeks and thereafter the IGNOU holds the option for purchasing a new system from other vender by invoking the Performance Security BG of the contractor on their failure to replace the defective items within seven days from the time it is reported to the vender.

b). The decision of the authority placing the order in this regard will be final. In case the contractor does not feel satisfied with the decision, he will be at liberty to approach Vice-Chancellor, IGNOU. Decision of Vice Chancellor in this regard will be binding and no appeal will lie against his decision.

(xii) **Rejected Items**

Rejected items will remain at the firm's risk and responsibility. If instruction for their disposal are not received from the firms within a period of fourteen days from the date of receipt of the intimation of rejection, the IGNOU or their representatives has, at his discretion, the right to scrap or sell or consign the rejected item to firm's addresses at the firm's entire risk and expenses freight being payable by the firms at actual.

(xiii) **Dispute Resolution and jurisdiction**

In case of any dispute, the same shall be resolved by mutual discussions between the parties within a period of 30 days failing which, only regular courts at Delhi/ New Delhi will have jurisdiction to adjudicate upon the matter.

S.No.	Item	Description
1	Skid Mounted Milk Processing Module	i. 50 LPH Lab Model ii. Consisting of HTST Pasteurizer with sight glass: 50 LPH expandable to 100 LPH (with plate pack in AISI 316) iii. High Pressure homogenizer: 50 LPH (Double Stage) iv. Electrically operated hot water generator: 2 KW, 0.5 HP v. Packaged type water chiller: 1 TR vi. Milk storage tank: 100 Liters (SS 304) vii. Dump Tank: 50 Liters (SS 304) viii. Skid (SS 304) ix. Pipes & Fittings (SS 304)
2	Cream Separator & Ghee Section	i. Cream Separator (offline): 50 LPH ii. Ghee Kettle: 20 Liters (SS 304) iii. Ghee Settling/Storage Tank: 30 Liters (SS 304)
3	Pilot Spray Dryer	i. Consists of mini spray attachment with panel and standard accessories (with drying chamber - Transparent) ii. Water evaporation rate: approx.. 1-2 kg/hr iii. Dimensions: 1.2 x 1.5 x 0.6 m iv. Diameter: 0.3 M
4	Skid Mounted Lab Falling Film Evaporated (Batch Type)	i. 20-30 Kg/hr Water evaporation ii. SS 304 Constructed. iii. Double effect, falling film type, liquid separator. iv. Preheater, feed tank & pump. v. Vacuum System. vi. Inbuilt boiler. vii. Required accessories.
5.	Ice cream Freezer	i. Branded ii. SS 304 Constructed iii. Capacity 10 ltr. iv. Air Compressor, 2.3 HP and Motor, 1.0 HP.

Please give brief description on the technical superiority/inferiority/deviation of the item to be supplied by tenderer, if any, supported by the related documents/literature, if any, duly signed with seal of the firm.

1. I/we hereby offer to **Supply, installation, testing and commissioning of equipment related to Milk Processing for SOA** 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 supply order**. I/we shall be bound by a communication of acceptance issued by you.
2. I/we have understood the Instructions to Tenderers and Terms and Conditions of Contract in the form as given in the Annexure of Tender Document to the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and my/our offer is to supply the paper strictly in accordance with the specifications and requirements.
3. The following have been uploaded to and form part of this tender,
 - a. Scanned copy of PAN/GST and details of Income-tax Return (ITR) of the last financial year.
 - b. Scanned copy of the Sales Tax/GST Number.
 - c. Financial Bid has been uploaded in prescribed format.
 - d. Scanned copy of last audited balance sheet.
 - e. Scanned copy of duly filled in Affidavit as per Annexure of Tender Document.
 - f. Scanned copy of duly filled in undertaking as per Annexure of Tender Document

g. EMD

4. If our bid is accepted, the firm shall submit the performance security for the sum equivalent to 10% of the order value of the supply order in the form prescribed by IGNOU in Annexure of Tender Document.
5. 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.
6. I/We undertake that all the testimonials uploaded for the Tender are scanned from original documents only and are **properly readable**.
7. **I/We do hereby agree to all the Terms and Conditions mentioned in the Tender unconditionally and all the documents have been uploaded as mentioned in Tender document.**

Yours faithfully,

(Signature of Tenderer)

Name of Authorised Signatory

Address.....

.....

Dated.....

ANNEXURE-II

Price Schedule (Financial Bid)

FORMAT OF QUOTATION FOR FINANCIAL BID

Sl. No.	Equipment	Specification	Qty	TOTAL AMOUNT IN INR only (Rs.) Incl All Taxes
1	Skid Mounted Milk Processing Module	i. 50 LPH Lab Model ii. Consisting of HTST Pasteurizer with sight glass: 50 LPH expandable to 100 LPH (with plate pack in AISI 316) iii. High Pressure homogenizer: 50 LPH (Double Stage) iv. Electrically operated hot water generator: 2 KW, 0.5 HP v. Packaged type water chiller: 1 TR vi. Milk storage tank: 100 Liters (SS 304) vii. Dump Tank: 50 Liters (SS 304) viii. Skid (SS 304) ix. Pipes & Fittings (SS 304)	1	
2	Cream Separator & Ghee Section	i. Cream Separator (offline): 50 LPH ii. Ghee Kettle: 20 Liters (SS 304) iii. Ghee Settling/Storage Tank: 30 Liters (SS 304)	1	
3	Pilot Spray Dryer	i. Consists of mini spray attachment with panel and standard accessories (with drying chamber - Transparent) ii. Water evaporation rate: approx.. 1-2 kg/hr iii. Dimensions: 1.2 x 1.5 x 0.6 m iv. Diameter: 0.3 M	1	
4	Skid Mounted Lab Falling Film Evaporated (Batch Type)	i. 20-30 Kg/hr Water evaporation ii. SS 304 Constructed. iii. Double effect, falling film type, liquid separator. iv. Preheater, feed tank & pump. v. Vacuum System. vi. Inbuilt boiler. vii. Required accessories.	1	
5.	Ice cream Freezer	i. Branded ii. SS 304 Constructed iii. Capacity 10 ltr. iv. Air Compressor, 2.3 HP and Motor, 1.0 HP.	1	

Note:

Certified that the rates quoted above are:

a. Inclusive of Taxes/GST/Service Charge

b. Inclusive of the Transportation Cost at the required site. (Please indicate break-up of taxes/service charges)

BANK GUARANTEE PROFORM

1. In consideration for the Vice-chancellor, Indira Gandhi National Open University (hereinafter called the IGNOU) having agreed to exempt (hereinafter called “the said contractor(s)” from the demand, under the terms and conditions of an Agreement dated made between..... and of EMD/Performance Security for the due fulfillment of the said contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs. (Rupees.....) (indicated the name of the bank) at the request of contractor(s) do hereby undertake to pay to the IGNOU an amount not exceeding Rs. Against any loss or damage caused to or suffered would be caused to or suffered by the IGNOU by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said agreement.

2. We do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely or a demand from the IGNOU stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the IGNOU by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement.. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay the IGNOU any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating 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.

4. We, Further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the **performance of the said Agreement/ validity of the offer** and that it shall continue to be enforceable till all the dues of the IGNOU under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the Guarantee thereafter.

5. We further agree with the IGNOU that the IGNOU shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IGNOU against the said contractor(s) and the forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our

liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission of the part of the IGNOU or any indulgence by the IGNOU to the said contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs. And shall remain in force until Unless acclain or suit under this guarantee is filled with us on before.....
ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and Bank shall be relieved and discharged from all liabilities therein.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ supplier(s).

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

Dated the date of2018

For
(indicate the name of bank)

Signature

Name of the Officer
(in block capitals)

Designation of

Code no.

Name of the Bank & Branch.....

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

Annexure-IV

AFFIDAVIT

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

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

1. That I am the Proprietor / authorized signatory of M/s having Head Office /Registered Office at.....
2. That the information / documents / Experience certificates submitted by M/s..... along with this tender for “ (Please specify the Name of Work”) in IGNOU are genuine and true and nothing has been concealed.
3. I shall have no objection in case IGNOU verifies them from issuing authority (ies), I shall also have no objection in providing the original copy of the document(s), in case IGNOU demands it for verification.
4. I hereby confirm that in case, any document, information &/or certificate submitted by me is found to be incorrect/false/fabricated, IGNOU at its discretion may disqualify / reject my application for this tender out rightly and also debar me / M/s..... from participating in any future tenders.
5. I hereby confirm that there is no vigilance/CBI case pending against the firm/ supplier and the firm has not been blacklisted in the past in any institution of the country.

DEPONENT

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

Verified atthis.....day

Of.....

DEPONENT

(Signature & Seal of Notary)