



**Indira Gandhi National Open University**  
**Maidan Garhi, New Delhi-110 068**  
**Computer Division**

**SPEED POST**

F.NO. IG/CD/Tender/2012-13

Date: 29/10/2013

**Invitation to Tenderer**

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sub: Empanelment of Firm(s) for supply of "Samsung Toner Cartridges" as per Annexure-I**

**Sir,**

Indira Gandhi National Open University (IGNOU) invites sealed limited quotations for empanelment of firms(s) for supply of "Samsung Toner Cartridges" for a period of one year from authorized Vendor of Samsung India Elect. Pvt. Ltd. Enclosed here to be as follows:-

Annexure - I : Financial Bid  
Annexure - II : Instructions to Tenderers  
Annexure - III: Bank Guarantee Performa

**Last Date & Time for submission of Tender: 12.11.2013 upto 2.30 p.m.**

**Date & Time for Opening of Tender: 12.11.2013 at 3.00 p.m.**

It may be noted that Annexure - III "Instructions to Tenderers " and "General conditions of the contract" is to be returned to us in token of acceptance of the terms and conditions of the contract, by signing each and every page of the document, without which the tender will not be considered. The tender document is also available on IGNOU website ([www.ignou.ac.in](http://www.ignou.ac.in)), which can be downloaded.

Yours Sincerely

(Dr. G.S. Bisht)  
Asstt. Registrar (CD)

**Financial Bid**

**For Samsung Toner Cartridges**

<b>S. No.</b>	<b>Name of the Item</b>	<b>Rate (per cartridge)</b>
1.	Samsung Toner Cartridge ML1043 for Samsung printer ML-1666	
2.	Samsung Toner Cartridge ML-1610 for Samsung printer ML-1610	
3.	Samsung Toner Cartridge ML-2570 for Samsung printer ML-2570	
4.	Samsung Toner Cartridge ML-1520 for Samsung printer ML-1520	

**Note:**

**Certified that the rates quoted above are:**

- 1 Inclusive of Taxes/VAT/Service Charge**
- 2 Inclusive of the Transportation Cost at the required site.**

**(Please indicate break-up of taxes/service charges)**

**Signature:**

**Address of the firm with rubber stamp**

**INSTRUCTIONS TO TENDERERS AND GENERAL CONDITIONS OF  
THE CONTRACT**

**1. General Information**

- 1.1 On behalf of the Indira Gandhi National Open University (IGNOU), the Head (CD) invites sealed limited tenders from established and reliable manufacturers, major suppliers/authorized agents for Empanelment of firm(s) for supply of “**Samsung Toner Cartridges**” as per the Specification/Schedule of Requirements of the Tender Document. The tender should be submitted with all relevant catalogue/literature/leaflets, if any. **A letter from M/s. Samsung India Elect. Pvt. Ltd in support of claiming authorized dealer should be enclosed.**
- 1.2 The tender document is also available on IGNOU website (www.ignou.ac.in), which can be downloaded.
- 1.3 Prices are to be quoted separately in the Financial Bid. (Annexure -I)
- 1.4 All offers 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 Tenderer 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. Similarly, conditional offers/offers with terms and conditions inconsistent with those contained in this document shall be rejected.
- 1.5 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 Head (CD) 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 a duly authorized power of attorney supported by Board Resolution of the Company.
- 1.6 The IGNOU reserves the right to accept or reject any tender without assigning any reasons thereof.
- 1.7 The IGNOU reserve itself the right to increase or decrease the quantity to be procured.
- 1.8 The tenderer is also required to submit an Affidavit on non-judicial stamp paper of Rs. 100/- duly certified by the Notary as at Annexure-IV that needs to be invariably enclosed along with the Technical Bid.**

Signature and Seal of the Tenderer

## 2 **Submission of Tender:**

- 2.1 The tender complete in all respects should be addressed to the Head (CD), IGNOU, so as to reach on or before the **last date of submission on 12.11.2013 upto 2.30 p.m. in Computer Division, Room No. 12, Block No. A, New Academic Complex, IGNOU, Maidan Garhi, New Delhi - 110068.** The bids will be opened at 3:00 p.m. on the same day.

## 3. **Submission of Offer**

The tender in the prescribed format must be submitted in two separate sealed envelopes, one for enclosing EMD & other information as under (a to d) and other for financial bid having the rates only. Both these envelopes, after being sealed properly, shall be put into a third sealed envelope, super scribing the envelope "Bid for supply of **Samsung Toner Cartridges.**" Financial bid of the bidders who submit requisite EMD and other information as under (a to d) should be opened and considered only.

- a) The requisite Earnest Money Deposit in Favour of IGNOU, New Delhi, by way of D.D/FDR/Banker's Cheque/Bank Guarantee.
- b) The details of TIN/PAN/Sales Tax Registration No. etc.
- c) Minimum delivery period ----- (Maximum period 10 days from the date of receipt of Purchase Order)
- d) Validity of offer \_\_\_\_\_ (Minimum One Year)

- 3.1 In the financial bid, the prices and other information like discounts and (or) any terms having a bearing on the price shall be written both in Words and Figures. If there is discrepancy between the price/information quoted in words and figures, the price/information quoted in words shall prevail.

- 3.2 The Excise Duty, Sales Tax, VAT etc., as applicable should be included in the price, failing which the IGNOU shall have no liability to pay these charges, and the liability shall be that of the tenderer.

- 3.3 Each page of the offer shall be numbered and will bear the signature of the tenderer at the bottom with stamp. All offers shall be either typewritten or written neatly in indelible ink. Any correction should be properly authenticated.

## 4. **Compliance with the technical specifications:**

- 4.1 Deviations from the specification, if any, shall be clearly indicated along with explanations.

- a) IGNOU may accept such specifications that ensure same or higher quality than the prescribed one. However, the decision of the University in this regard shall be final.

Signature and Seal of the Tenderer

**5. Earnest Money Deposit:**

- 5.1 The Earnest Money Deposit amount of Rs.40,000/- (Rupees Forty Thousand only) will have to be furnished by all tenderers. The Earnest Money Deposit can be submitted by way of Banker's Cheque/FDR/Demand Draft from any Public Sector/Scheduled Bank drawn in favour of IGNOU payable at New Delhi or in the form of Bank Guarantee (as per the Annexure -III) from any Scheduled Bank. The Bank Guarantee shall remain valid for a period of 120 days. Any tender not accompanied by Earnest Money shall be summarily rejected.
- 5.2 The EMD shall remain with the IGNOU during the period of validity of the offer, i.e. minimum period of ninety (90) calendar days from the date of opening of tender.
- 5.3 No Interest shall be paid by the IGNOU on the EMD for the above said period.
- 5.4 The EMD deposited is liable to be forfeited if the tenderer changes the terms & conditions or prices or withdraw his quotations subsequent to the date of opening or fails to accept the order, when placed or fails to commence supplies after accepting the order.
- 5.5 If the successful tenderer 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.
- 5.6 The EMD of all unsuccessful tenderers shall be returned within a reasonable period (normally 30 days) after finalization of the tender.

**6 Local Conditions:**

- 6.1 It will be imperative on each tenderer to fully acquaint himself with the entire local conditions and factors, which would have an effect on the performance of the contract and cost. The IGNOU shall not entertain any request for clarifications from the tenderer regarding local conditions. No request for the enhancement in price or extension of time schedule of delivery/installation shall be entertained after IGNOU has accepted the offer.

**7. Evaluation of Offer:**

- 7.1 The IGNOU reserves the right to select the tenderer on the basis of best possible bids received. The decision of the Tender Evaluation Committee in this regard shall be final and representation of any kind shall not be entertained on the above. Any attempt by any tenderer to bring pressure of any kind may 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 maximum period of three years.

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7.2 Preference will be given to those tenders offering supplies from ready stocks and on the basis of delivery at site. University can provide Custom Duty Exemption/Excise Duty Exemption Certificate issued by "Department of Scientific & Industrial Research" if the item is eligible for import/Excise duty exemption.

7.3 All available technical literature, catalogues and other data in support of the specification and details of the items should be furnished along with the offer.

#### **8. Acceptance of Tender:**

8.1 IGNOU may accept the tender, or reject any tender without disclosing any reason there of and may or may not accept the lowest/any tender.

#### **9. Effect and Validity of Offer:**

9.1 The offer shall be kept valid for acceptance for a minimum period of one year from award of the contract. The contract shall be initially valid for a period of one year from the date of award of the contract, which can be extended upto 3 years after the expiry of one year on mutually agreed terms, subject to satisfactory performance of the on yearly basis.

9.2 All the terms and conditions for the payment terms, penalty etc. shall be as those mentioned herein and no change in the terms and conditions will be acceptable. Alterations, if any, in the tender bid shall be attested properly by putting their signatures and seal by the tenderer, failing which the tender is liable to be rejected.

#### **10. Security Deposit/Performance Security:**

10.1 The successful tenderers (Contractor) shall, within 15 days of receipt of the order shall deposit a sum equivalent to 5% of the value of contract as security deposit for due performance of the contract. The security deposit may be furnished in the form of a bank draft/Irrevocable Bank Guarantee/FDR/Banker's Cheque drawn in favour of IGNOU from a scheduled bank. The validity of Performance Security shall be valid for 60 days more than the validity of empanelment period. Failure to furnish security deposit shall be treated as breach of contract and entail cancellation of the offer of acceptance, forfeiture of EMD and procurement of goods from the next acceptable tenderer at the Cost and risk of the contractor.

10.2 If the Contractor is not able to supply the goods within the specified period to the complete satisfaction of the IGNOU or if the tenderer abandons the order placed by the IGNOU, the Bank Guarantee shall be invoked.

#### **11. Period & Terms of Delivery:**

11.1 The Contractor will supply the complete material within a maximum period of **10 days** from the date of receipt of Purchase Order.

11.2 The contractor will be held responsible for the stores to be sufficiently and properly packed for transport by rail, road, sea or air, to with stand transit hazards and shall ensure safe arrival at the destination. The packing and marking of packages shall be done by and at the expense of the contractor. The IGNOU will not pay separately for transit insurance, all risks in transit being exclusively of the contractor.

Signature and Seal of the Tenderer

11.4 The contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the **goods dispatched**. The consignment should be dispatched with clear Railway Receipt/Lorry Receipt/Consignment Note. If sent in any other mode, it will be at the risk of the contractor. The IGNOU will take no responsibility for short deliveries or wrong supply of goods when the same are booked on "said to contain" basis. IGNOU shall pay for only such stores as are actually received by them in accordance with the contract.

11.5 Wherever required, **Test Certificate** should be sent along with the dispatch of documents.

## **12 PAYMENT**

12.1 100% payment shall be made on satisfactory receipt/ Acceptance/ Performance Report and after submission of all required documents. No part of the contract price shall become due or payable until the tenderer has delivered the items to the complete satisfaction of IGNOU. Payment shall be made subject to recoveries, if any.

12.2 The University will pass Supplier's bill for payment only after the stores have been received, inspected and accepted by the IGNOU on the basis of test reports submitted. Normally payment will be made for the accepted stores within 30 working days from the day of receipt of the materials though it shall not be binding on IGNOU in unforeseen circumstances.

## **13 ACCEPTANCE OF STORES**

- a) The store shall be tendered by the contractor for inspection as such places as may be specified by the IGNOU at the contractor's own risk, expenses and cost.
- b) It is expressly agreed that the acceptance of stores contracted for his subject to final approval by the IGNOU whose decision shall be final.
- c) If, in the opinion of the IGNOU, all or any of the stores that do not meet the performance or quality or requirements specified in the purchase order, same will be not accepted.
- d) If the whole or any part of the stores supplied is rejected in accordance with (c) above, the IGNOU shall be at liberty, with or without notice to the contractor to purchase in open market at the expenses of the contractor, store meeting the necessary performance and quality contracted for in place of those rejected.

## **14. Guarantee & Replacement:**

14.1 Contractor shall submit with his tender an undertaking to accept the following guarantees:

- a) The contractor shall guarantee that the stores supplied shall comply fully with the Specifications laid down for material workmanship and performance.

- b) After the acceptance of the stores, if any defects discovered therein or any defects therein found to have developed under proper use arising from faulty stores, design or workmanship, contractor shall remedy such defects at his own cost.
- c) If in the opinion of the University (IGNOU), it becomes necessary to replace or renew any defective stores, such replacement or renewal shall be made by the contractor to the purchaser free of costs.
- d) Should the contractor fail to rectify the defect, the IGNOU shall have the right to reject or repair or replace at the cost of the contractor the whole or any portion of the defective stores.
- e) 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 stores supplied by the contractor are defective or any defect has developed within the said period of 12 months or as to whether the nature of the defective requires renewal or replacement, shall be final, conclusive and binding on the contractor.
- f) Except as otherwise provided in the invitation to the tender, the contractor/seller hereby declares that the goods stores, 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.

15 **REJECTED STORES**

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



**16. Penalty for Delay in supply:**

- 16.1 If the goods are not supplied within the stipulated time and date the contractor shall be liable for payment of liquidated damages at the rate of 0.5% (Half percent) of the value of the delayed goods per week or part thereof subject to maximum of 10 percent of the Contract value of delayed Supplies or as may be deemed fit by Competent Authority. Thereafter the IGNOU holds the option for Empanelment of firms for supply of “**Samsung Toner Cartridges**” from other Tenderers and invoking the Bank guarantee of the Tenderer as per clause 10.2.
- 16.2 The decision of the authority placing the order in this regard will be final. In case the tenderer 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.

**17. Dispute Resolution and jurisdiction**

In case of any dispute in relation to award of Contract, having arisen, 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.

Signature and Seal of the Tenderer

BANK GUARANTEE PROFORMA

1. In consideration for the Vice-chancellor, Indira Gandhi National Open University (hereinafter called the IGNOU) having agreed to exempt ..... (hereinafter called " the said contractor(s)" from the demand, under the terms and conditions of an Agreement dated ..... made between..... and ..... of EMD/Performance Security for the due fulfillment of the said contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs..... (Rupees ..... ) (indicated the name of the bank) at the request of ..... contractor(s) do hereby undertake to pay to the IGNOU an amount not exceeding Rs. .... Against any loss or damage caused to or suffered would be caused to or suffered by the IGNOU by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said agreement.
  
2. We ..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely or a demand from the IGNOU `stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the IGNOU by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement.. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding 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 there to liability under this present being absolute and unequivocal.  
  
The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
  
4. We..... Further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the IGNOU under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till ..... that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the ..... Guarantee thereafter.

5. We ..... further agree with the IGNOU that the IGNOU shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IGNOU against the said contractor(s) and the forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission of the part of the IGNOU or any indulgence by the IGNOU to the said contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. Notwithstanding any thing contained herein above our liability under the guarantee is restricted to Rs. .... And shall remain in force until ..... Unless acclaim or suit under this guarantee is filled with us on before..... ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and Bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).
8. We .....lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the IGNOU in writing.

Dated the ..... date of .....2011

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)

**AFFIDAVIT**

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

I,..... S/o Sh.....  
aged.....years, 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 at .....this .....day of .....

DEPONENT

(Signature & Seal of Notary)