

## BID DOCUMENT

### NOTICE INVITING E-TENDER

**F.No: IG/EMPC/PUR/Sony. Equip/355/17**

***Dated: 27/07/2017***

Online bids (Technical & Financial) from eligible bidders which are valid for a minimum period of 90 days from the date of opening of financial bids (i.e. 31/08/2017) are invited for and on behalf of the Vice-Chancellor, IGNOU for **A comprehensive AMC for FOR-A make virtual set.**

<b>Name of Work</b>	<b>A comprehensive AMC for FOR-A make virtual set.</b>
Estimated Cost	<b>Rs. 32 Lac</b>
Earnest Money Deposit to be submitted	<b>Rs. 64000/-</b>
Date of Publishing	<b>28/07/2017 : 12.30 P.M.</b>
Clarification Start Date and Time	<b>01/08/2017 : 11.00. A.M.</b>
Clarification End Date and Time	<b>03/08/2017 : 4.00 P.M.</b>
Queries (if any)	No queries will be entertained after clarification end date and time
Bid Submission Start Date	<b>03/08/2017 : 4.30 P.M.</b>
Last Date and time of uploading of Bids	<b>31/08/2017 : 11.30 A.M.</b>
Last Date and time of submitting Tender Fee, EMD and other documents at IGNOU	<b>31/08/2017 : 01.30 P.M.</b>
Date and time of opening of Technical Bids	<b>31/08/2017 : 3.00 P.M.</b>
Date and time of opening of Financial Bids	Will be separately notified for Technically shortlisted/qualified bidders

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

**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.**

## **INSTRUCTION FOR ONLINE BID SUBMISSION**

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal ie <http://eprocure.gov.in/eprocure/app> and on GeM, 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 (URL:<https://eprocure.gov.in/eprocure/app> and on GeM)by clickingon the link “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 contractors/ 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 /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken / 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 than log into the site through the secured login by entering their userID/ password and the password of the DSC/ eToken.

### **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 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, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get 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 the Tender Fee and 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 the Tender Fee/ 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 011-29533591, 29573328 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. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002 and +91-8826246593. The IGNOU helpdesk email id is [support-eproc@nic.in](mailto:support-eproc@nic.in)
- (iii)** If any query is not resolved by CPP Portal Help Desk, you may contact Nodal Officer (e-Procurement), IGNOU at 9868258158.

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

**INDIRA GANDHI NATIONAL OPEN UNIVERSITY  
MAIDAN GARHI, NEW DELHI-110068.**

**Tender Notice**

Online bids are invited from eligible bidders for the **A comprehensive AMC for FOR-A make virtual set.**

The tender document along with other details may be downloaded from the CPP Portal: <http://eprocure.gov.in/eprocure/app> and on GeM.

**Director  
(EMPC)**

Dated:-

**Indira Gandhi National Open University  
New Delhi.**

**Tender Document for Annual Maintenance Contract A comprehensive AMC for FOR-A make virtual set.**

<b>S. N o</b>	<b>Equipment</b>	<b>EMD Amount</b>
01	A comprehensive AMC for FOR-A make virtual set.	64000/-

**Scanned copies of DD of EMD & tender fee must be submitted online on CPP Portal:- <http://eprocure.gov.in/eprocure/app> and on GeM**

**And**

Original Physical EMD and tender fee separately must be submitted on due date and time i.e. 31/08/2017 before 03.00 p.m. in the office of the Director, EMPC, IGNOU Campus, Maidan Garhi, New Delhi -110 068.

## **INSTRUCTION FOR e-PROCUREMENT**

### **1. Preparation and Submission of Bids**

- a. The detailed tender documents may be downloaded from <http://eprocure.gov.in/eprocure/app> and on GeM, till the last date of submission of tender. The Tender may be submitted online through CPP Portal <http://eprocure.gov.in/eprocure/app> and on GeM,
- b. The bidder should submit the bid online in two parts viz. Technical Bid and Commercial Bid. Technical Bid, & EMD should be uploaded online in cover 1 and Commercial Bid in should be upload online in cover-2.

### **2. Submission of the Bid:** All interested eligible bidders are requested to submit their bids online on CPP Portal: <http://eprocure.gov.in/eprocure/app> and on GeM, as per the criteria given in this document:

- a. Technical Bid, EMD and Tender Fee (scanned copies) should be uploaded online in cover-1.
- b. Commercial Bid should be uploaded online in cover-2

Both Technical and Commercial Bid covers should be placed online on the CPP Portal (<http://eprocure.gov.in/eprocure/app> and on GeM).

### **3. Technical Bid:** Signed and Scanned copies of the Technical bid documents as under must be submitted online on CPP Portal: <http://eprocure.gov.in/eprocure/app> and on GeM and on GeM. Non submission of technical bid in cover-I will be summarily rejected.

**The following list of Documents (a,b,c) to be scanned and uploaded (Under Cover-1) within the period of bid submission:-**

- a.
  - i. Scanned copy of EMD and Tender Fee.
  - 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. Certificate of Registration for Sales Tax / VAT and acknowledgement of up to date filed return.
  - iv. Registration certificate of PAN No. and TIN No.
  - v. Name of the Firm:
  - vi. Address:
  - vii. Landline/Mobile No./E-Mail ID:
  - viii. Workshop/Site Description:
  - ix. Whether the firms ownership is Sole Proprietorship or partnership:
  - x. Authorized Signatory
  - xi. 'Authorized Service Provider Certificate' issued by OEM.
  - xii. Names of the customers to whom similar Equipment AMC provided in the past two years (copies of the PO to be enclosed).

- xiii.** Copy of Balance Sheets for the year last three financial years. Turnover should be at least 50 lakh in each previous three years
- xiv.** Client List:
- xv.** Copy of ITCC/STC etc
- xvi.** Details of Branches/Channel Partners of taking up installation, commissioning and after sale and services, maintenance at the locations i.e. New Delhi (NCR) with their address, telephone nos. E-mail and number of service engineers at that office. Service Engineer (minimum Five) should be qualified engineer with a University Degree/Diploma, who are specialist in their respective fields.
- xvii.** Bid validity Period\_\_\_\_\_.
- xviii.** Execution of single order in previous financial year must be at least 10 Lakhs of similar nature of services.
- xix.** Affidavit as per annexure – V.
- b. Detailed specifications are provided in **Annexure I** of the Tender document.

**c. Compliance with the technical specifications**

The AMC offered shall be in accordance with the stipulated technical specifications as provided in (**Annexure –I**). Deviations from the specification, if any, shall be clearly indicated along with explanations (**Format enclosed Annexure –II**). The University shall have the right to accept or reject the deviation and bid must be submitted online in cover-I.

**4. Financial Bid**

- a. All prices and other information having a bearing on the price shall be written both in figures and words where there is a difference between amounts quoted in words and figures, the amount quoted in words shall prevail.
- b. The currency of all quoted rates shall be Indian Rupees. All payment shall be made in Indian Rupees.
- c. 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. BOQ\_XXXX.xls 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.
- d. Quoted rates in financial bid having some condition which are not fulfilling all the terms & conditions of the Tender document shall summarily be rejected.
- e. 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..
- f. 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. 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.

## 6. Earnest Money Deposit And Bid Security

- a. The Bidder shall furnish Bid Security as per details on page 06 of Tender Document, in the form of the Earnest Money Deposit (EMD). The EMD shall be furnished in the form of Demand Draft of requisite amount, drawn on a scheduled commercial bank and payable to “IGNOU” at New Delhi.

**NOTE: DD in original towards EMD only must be submitted before due date and time on the given address i.e Room No. 209, EMPC, IGNOU, New Delhi- 110068 and Scanned copies of the same must uploaded online in cover 1.**

- b. Any Bid not accompanied by an acceptable Bid Security and Tender Application Fee shall be summarily declared non-responsive and the envelope containing financial Bid of such Bidder shall not be opened.
- c. The Bid Security of unsuccessful Bidders shall be returned without interest after finalization of the tender and that of the Successful Bidder shall be returned without interest, on receipt of Performance Bank Guarantee in accordance with the requirement of the Contract.

EMD is liable to the forfeited if the tenderer changes the terms and conditions or prices or withdraws his quotation subsequent to the date of opening or fails to accept the order when placed or fails to commence supplies after accepting the order. However, in case of successful bidder it will be refunded only after receipt of Performance Security.

## 7) Performance Security Deposit

The successful tenderer shall, before executing the order, within 15 days of dispatch of letter intimating acceptance of the offer in terms of Letter of Intent/P.O., deposit an amount equivalent to 10% of the value of the contract as security deposit for due performance of the contract. The security deposit may be furnished in the form of a Bank Guarantee/ Demand Draft/FDR drawn in favour of IGNOU or a bank guarantee from a commercial bank duly countersigned by the bankers (format of **Bank Guarantee Annexure – III**). The performance security should remain valid for a period of Sixty days beyond the date of completion of all contractual obligation of the tender. Failure to furnish Security Deposit shall be treated as breach of contract and entail cancellation of the contract, forfeiture of EMD., If the tenderer fails to provide the security Deposit within the period specified, such failure shall constitute a breach of contract and the University shall be entitled to make other arrangements for the AMC at the risk and expense of the tenderer and / or to recover from the tenderer the damages arising from such cancellation.

No claim shall lie against the IGNOU either in respect of interest or any depreciation in value of any security. If the contractor fails or neglects to observe to perform any of his obligations under the contract, it shall be lawful for the IGNOU to forfeit either in whole or in part, the security Deposit furnished by the Contractor.

## **8) Submission of Offer**

- 8.1)** The Earnest Money Deposit shall be submitted in due date and time by the bidder. Those who do not qualify the pre-qualification conditions shall be summarily rejected and their Financial Bids shall not be opened.
- 8.2)** In the financial bid, the prices and other information like discount and / or any terms having a bearing on the price shall be written both in words and figures. If there is a discrepancy between the price / information quoted in words and figures, the price/ information quoted in words shall prevail.
- 8.3)** The “Technical bid” shall be opened in the first instance in the presence of Contractors or their authorized representative. Only one authorized representative per Contractor will be permitted to be present at the time of opening of the tender.
- 8.4)** All duties, taxes and other levies, as applicable should be included in the total price, failing which the IGNOU shall have no liability to pay these charges and the liability shall be that of the contractor. However, detailed break up such as the percentage of duties, taxes being levied etc. should be indicated separately.
- 8.5)** Each page of the offer shall be numbered and will bear the signature of the tenderer at the bottom with stamp seal. All offers shall be either typewritten or written neatly in indelible ink. Any correction should be properly authenticated.
- 8.6)** The items, if not according to the specification and are thus not accepted by user shall be lifted by the supplier at his own cost.
- 8.7)** In case the tender submitted by the tenderer is accepted by the IGNOU and the contract is awarded to the tenderer, then the tenderer shall within the fifteen (15) days of acceptance of his tender execute an agreement with the IGNOU on Rs. 100/- stamp paper incorporating all the terms and conditions under which the IGNOU accepts his tender.
- 8.8)** Further to the above, the tenderer shall submit scanned copy of affidavit in the enclosed format on a Rs. 50/- non-judicial stamp paper duly notarized along with the technical bid.

## **9) Evaluation**

- a) The Tenders will be evaluated on the basis of technical-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 tenderers may be called for detailed discussions at a specified date, time and venue including demonstration of their products, if need be. Evaluation will be item wise, however 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 of 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) IGNOU reserves the right to select the tenderer on the basis of best possible features quoted. 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) 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.

#### **10) Effect and Validity of Offer**

- (a) The offer shall be kept valid for acceptance and award the contract to the successful tenderer for a minimum period of 90(Ninety) Calendar days from the date of opening of Financial/Commercial Bid.
- (b) Order shall be placed as per IGNOU's requirements by the authorized Officer. The successful tenderer will undertake AMC as specified in the order.
- (c) The contract shall be valid for a period of two year, may be further extended for a further period on mutual consent.
- (d) All the terms and conditions for the supply, testing and acceptance, payment terms, penalty etc. shall be as those mentioned herein and no change in the terms and conditions will be acceptable.
- (e) 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.
- (f) IGNOU reserves the right to increase/ decrease the quantity as per requirement. The Tenderer is bound to accept the orders for such quantity during the period upto 12 months from the date of work order to the tenderer at the approved rates or prevailing market rate whichever is less.

#### **11) Commencement of AMC**

The contractor shall undertake the AMC job immediately as per work order issued by IGNOU. Any delay in undertaking AMC job with the time fixed or in the event of repudiation of the contract. (IGNOU) purchaser reserves the right to recover damage for breach of contract as indicated below:-

To recover from the contractor liquidated damages including administration expenses a sum equivalent to 0.5% of the price of AMC which the contractor has failed to deliver within the period fixed for commissioning of AMC for each week or part thereof during which commissioning is delayed subject to an overall ceiling of 10% of the total AMC price.

#### **12) Payment Terms**

- (i) Payment will be released on quarterly basis after satisfactory service has been provided and duly verified by the Engg. Section of EMPC.

No part of the contract price shall become due or payable until the tenderer has delivered the material / services to the complete satisfaction of IGNOU. Payment shall be made subject to recoveries, if any.

- (ii) A pre-receipted bill shall be submitted in duplicate in the name of IGNOU alongwith a satisfactory certificate from the Engineering Section.

#### **13) Penalty for delay in repairs.**

- (a) Annual Maintenance Service includes all work mentioned in Annexure - I and supply of all the spares and materials free of cost which are found defective and necessary for smooth running of machine.

- (b) Any problem, reported should be attended with in 24 hrs of reporting else a penalty of Rs. 2000/- per day will be levied. A penalty of Rs. 5000/- (Rupees Five thousand only) per day will be levied if machine is not repaired within five working days of reporting the fault.
- (c) The decision of the authority placing the order in this regard will be final. If the tenderer does not feel satisfied with the decision, he will be at liberty to approach Vice-Chancellor, IGNOU. His decision in this regard will be full and final and no appeal will lie against his decision.

**14 DISPUTE RESOLUTION AND JURIDICITION:**

In case of any dispute, the same shall be resolved by mutual discussion 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.

- 15.** The tenderer should submit an affidavit on a Rs. 50 stamp paper alongwith the technical bid. **(Format enclosed at Annexure-V).**

- 16.** In case the tender submitted by the tenderer is accepted by the University, the tenderer shall within fifteen (15) days of acceptance of his tender execute an agreement (Annexure-VI) with the University on a Rs. 100/- stamp paper, incorporating all the terms and conditions under which the University accept his tender.

**17. Bid Validity**

- a. All the Bids must be valid for a period of 90 days from the date of financial bid opening. However, the quoted rates should be valid for the initial/ extended period of the Contract from the effective date of the Contract. No request will be considered for price revision during the original Contract period.
- b. A bid valid for a shorter period shall be declared as non-responsive.
- c. In exceptional circumstances, prior to expiry of the original time limit, the IGNOU may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 90 days. The request and the bidders' responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their Bid Security.

**18. 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.

**19. Rejection of the Bid:** The bid submitted shall become invalid if:-

- a. The bidder is found ineligible.
- b. The bidder does not upload all the documents as stipulated in the bid document.
- c. If physically non-submission of EMD and Tender Fee separately before opening of bid.

**20. SUBMISSION OF BIDS**

- a. The bidder shall seal the original Bank Drafts/FDR towards EMD and tender fee in an envelope.
- b. Bidder shall mark its name and tender reference number on the back of the Bank Draft/ FDR before sealing the same. The address of IGNOU, 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.

- 21.** The intending bidder must have valid class-III digital signature to submit the bid.
- 22.** On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- 23.** The tenderer can upload documents in the form of JPG format and PDF format.
- 24.** The tenderer 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).
- 25.** 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.
- 26.** The IGNOU reserves the right to reject any or all prospective bids without assigning any reason thereof.

### FOR - A Make Virtual Set

During the period of AMC for the list of equipments given below, one qualified Service Engineer from OEM or its authorized service centre has to provide twice in a month to attend all the complaints, routine preventive maintenance covered under AMC and also to perform emergency services as may be required from time to time. Any problem reported should be attended within 24 hrs.

The scope of AMC includes preventive maintenance, alignment, technical checks, repair and software support etc. The preventive maintenance report shall be submitted to the concerned Maintenance Engineer of EMPC every month.

During the AMC period, Equipment under AMC shall be serviced/repared by the service provider .Subcontracting of AMC service shall not be allowed.

Normally the equipment is expected to be serviced at EMPC itself. Only in exceptional cases can be allowed to be taken to your service center with prior permission of the Head of the division.

**A Comprehensive Annual Maintenance Contract for FOR-A make virtual set some equipment of other make as per list are given below installed at Video Studio-1 in EMPC, IGNOU:-**

#### FOR-A Make Virtual Set

1	Virtual set with accessories including hardware and software.			2 set
	i) Computer Work Stations with UPS	HP	Z800	3
	ii) Calibration Software	FOR A	IF CalibSTD	2
	iii) VR Camera Software	FOR A	VR-CAM	2
	iv) VR Camera Control Unit	FOR A	DSC-100	1
	v) Computer Graphieg processor with Set up Library	FOR A	MBP-1244+EL-VSP	2
	vi) Remote Control-Computer Workstation with UPS	HP+ Sanken	Z800+SMU-HB152-R-200	1
	vii) Switching Hub	HP	E2910-24Gal	
	viii) SD/HD Chroma Keyer System	FOR A	MBP-12CK	1

## Annexure - II

### FORMAT OF QUOTATION FOR TECHNICAL BID

(Information pertaining to deviation and compliance statement)

S. No.	Items to undertake for AMC	Equipment details Make/Model No. to be undertaken for AMC	Equipment detail Make/Model to be offered for AMC/Compliance	Deviations (if any) with remark

**BANK GUARANTEE PROFORMA**

1. In consideration for the Vice-chancellor, Indira Gandhi National Open University (hereinafter called 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 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 IGNOU stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by 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 IGNOU any money so demanded not withstanding 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 there under 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 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 IGNOU that 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 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 IGNOU or any indulgence by 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 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 IGNOU in writing.

Dated the ..... date of .....2010

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]

**Price Schedule (Financial Bid)**

(To be duly filled in and sent in sealed envelop no. (2) - each page must be signed with SEAL of the Tenderer)

**FORMAT OF QUOTATION FOR FINANCIAL BID**

<b>Sl. No.</b>	<b>Items to be undertaken for AMC</b>	<b>Qty.</b>	<b>Quoted Unit Rate in Rs.</b>	<b>Taxes (if any) give break up</b>	<b>Total Amount (Rs.)  Inclusive of Taxes</b>
<b>1.</b>	<b>A comprehensive AMC for FOR-A make virtual set as per annexure-I</b>				
	<b>G. Total</b>				

We agree to undertake the AMC of above products in accordance with the technical details / make – model provided for a total contract price of Rs. .... (amount in figures).....within the period specified in the Invitation for Quotations/ bid document on terms and conditions agreed to therein.

**Date:**

**AFFIDAVIT**

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

I.....S/o.Sh.  
 ..... aged ..... Years. R/o  
 ..... do hereby solemnly affirm and declares as under

1. That I am the proprietary / authorized signatory of Mr.  
 ..... having  
 Head Office / Registered Office at  
 .....
2. That the Information / document s / Experience certificates submitted by M/s.  
 ..... alongwith this tender for “ ..... ( Please specify the Name of Work”) in IGNOU are genuine and true and nothing has been concealed.
3. I shall have no objection in case IGNOU verifies them from issuing authority (ics). 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 incase, 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 Affidavit are true to my knowledge and nothing has been concealed there from and that no part of it is false. Verified at ..... this .....day of .....

**DEPONENT**

(Signature & Sealed of Notary)

**AGREEMENT**

**FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR \_\_\_\_ EQUIPMENTS OF EMPC**

This agreement signed on \_\_\_\_\_ BY AND BETWEEN

**INDIRA GANDHI NATIONAL OPEN UNIVERSITY**, Maidan Garhi, New Delhi (herein after referred to as IGNOU) represented through its Registrar which expression shall unless the context the otherwise require shall includes its Administrators and permitted assignee of one part

AND

**M/s.** \_\_\_\_\_ having registered office at ..... (hereinafter referred to as '**the service provider**') which unless repugnant to the context, include its/theirs/their respective successors and permitted assigns of the other part.

**WHEREAS** the IGNOU agreed to give maintenance contract of the Sony equipments of EMPC at the request of service provider also includes the service engineer should be available at EMPC during the work hours and attend the service needed as and when required. IGNOU has already given Annual Service Contract to **M/s** \_\_\_\_\_. Equipments are stationed at the IGNOU premises at EMPC.

Whereas the Service provider is the authorized Service provider of \_\_\_\_\_ Pvt. Ltd and has the experience in maintaining the Sony equipments.

**OBLIGATION OF IGNOU**

IGNOU shall provide:

The measuring equipments such as multimeter, Waveform Monitor, Vectoscope Oscilloscope normally required will be provided by IGNOU to assist the maintenance.

**OBLIGATION OF SERVICE PROVIDER**

Service Provider shall provide the following.

During the period of AMC one qualified Service Engineer has to be provided on all working days to attend all the complaints/breakdown calls for the equipment covered under AMC and also to perform emergency services as may be required from time to time.

The scope of the Annual Maintenance Contract includes regular preventive maintenance alignment, technical checks, repair etc, including the cost of spare parts which have to be replaced during the contract period. The preventive maintenance report shall be submitted to the concerned Engineer in charge of EMPC every month

During the AMC period, equipment under AMC shall be serviced/ repaired by the service provider. Sub contracting of AMC service shall not be allowed.

Normally the equipment are expected to be serviced at EMPC itself. Only in exceptional cases can be allowed to be taken to your service centre with prior permission of the Head of the Division EMPC.

**FINANCE**

IGNOU will pay to M/s. \_\_\_\_\_, an amount of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ Only) excluding service tax as application on yearly basis and payment will be made on quarterly basis after satisfactory services has been provided by the firm duly verified by the Engg. Section of EMPC ,IGNOU.

**Penalty for absence of Engineer and Replacement of parts.**

- (a) In case service engineer does not turn up on any day Rs. 5000/- (Rupees Five thousand only) per day will be deducted as penalty from the AMC charges payable.
- (b) Annual Maintenance Service includes supply of all the spares and materials free of cost which are found defective and necessary for smooth running of machine. A penalty of Rs. 5000/- (Rupees Five thousand only) per day will be levied if machine is not repaired within five working days.
- (c) The decision of the authority placing the order in this regard will be final. If the tenderer does not feel satisfied with the decision, he will be at liberty to approach Vice-Chancellor, IGNOU. His decision in this regard will be full and final and no appeal will lie against his decision.

M/s \_\_\_\_\_, shall furnish Performance Security of 10% of the value of the contract in the form of Bank Guarantee valid for 14 Months.

**MATTER NOT PROVIDED IN THIS AGREEMENT**

If any doubt arises as to the interpretation of any clause of this agreement or as to the matter not provided herein, both the parties shall consult each other and resolve the matter mutually in good faith.

**VALIDITY AND TERMINATION OF AGREEMENT**

This agreement is valid for a period of two years w.e.f. \_\_\_\_\_ to \_\_\_\_\_ which can be renewed on mutually negotiated terms and conditions after expiration.

This agreement can be terminated on a month's notice from either side for the violation of any terms of the agreement. Upon termination, IGNOU shall release all payments accrued to service provider for the completed work.

**DISPUTE RESOLUTION & JURISDICTION:**

If any dispute or difference arises in relation to any matter under this Agreement, the same shall be resolved by the parties to this Agreement amicably by mutual discussion. If, within a period of 30 days the differences of the dispute is not settled by mutual discussion. Only regular courts at Delhi/New Delhi will have exclusive jurisdiction to adjudicate upon the matter.

Signed Executed & Delivered on behalf  
of **IGNOU** through its Registrar

Signed Executed & Delivered on behalf  
of \_\_\_\_\_.

Name: \_\_\_\_\_  
Designation: Business Development Executive  
Signature/Stamp