

BID DOCUMENT

NOTICE INVITING E-TENDER

Tender Reference No: **IG/CMD/SED/Estt./22/16_1**

Dated: 22.09.2016

Online bids (Technical & Financial) from eligible bidders which are valid for a period of 90 days from the date of Technical Bid opening (i.e 05-10-2016.) are invited for and on behalf of the Vice-Chancellor, IGNOU for “**Limited Tender for Sale of confidential waste material(Used Answer Books)**”.

<i>Name of Work</i>	Limited Tender for Sale of confidential waste material(Used Answer Books)
<i>Estimated Cost</i>	Rs.6,00,000/-
<i>Earnest Money Deposit to be submitted</i>	Rs.60,000/-
Date of Publishing	22.09.2016 (03:00 PM)
<i>Clarification Start Date and Time</i>	22.09.2016 04:00 PM)
<i>Clarification End Date and Time</i>	24.09.2016 (04:00 PM)
<i>Queries (if any)</i>	<i>No queries will be entertained after clarification end date and time</i>
Bid Submission Start Date	26.09.2016 (1:00 PM)
<i>Last Date and time of uploading of Bids</i>	05.10.2016 (1:00 PM)
<i>Last Date and time of submitting Tender Fee, EMD and other documents at IGNOU</i>	05.10.2016 (12:15 PM)
<i>Date and time of opening of Technical Bids</i>	05.10.2016 (03:00 PM)
<i>Date and time of opening of Financial Bids</i>	<i>Will be separately notified for Technically shortlisted/qualified bidders</i>

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.

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> , 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>) by clicking on the link “Online Bidder Enrollment” option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- (iii) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- (v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- (vi) Bidder then logs in to the site through the secured log-in by entering their user ID / 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) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- (ii) Please go through the tender advertisement and the tender document carefully to

understand the documents required to be submitted as part of the bid. Please 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) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- (iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (as required in the bid documents) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process..

SUBMISSION OF BIDS:

- (i) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document
- (ii) Bidder has to select the payment option as “offline” to pay the tender fee and EMD as applicable and enter details of the instrument..
- (iii) The bidder shall seal the original Bank Drafts/Pay orders towards EMD and TENDER FEE 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 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, premature opening etc

The bidder shall deposit the envelope in the tender box kept in the office of *Registrar-Block No. 6, Room No. 16, SED, IGNOU, Maidan Garhi, New Delhi-110068* on or before 13.00 hrs, on bid opening date. In case EMD and TENDER FEE, is sent through Speed Post in the name of Tender Process Office, and please ensure that it must reach on the above mentioned address as per date & time mentioned in the bid document.

EMD not meeting above deadlines will not be accepted and bid will be rejected.

- (iv) A standard BoQ format has been provided with the tender documents 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 file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected
- (v) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders,

- opening of bids etc. The bidders should follow this time during bid submission.
- (vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure 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. Data storage encryption of sensitive fields is done.
 - (vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
 - (viii) Upon the successfully and timely submission of bids, the portal will give a successfully 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.
 - (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

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 011-29534102, 29572306 and 09868154879.
- (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 contact number for the helpdesk is 1800 3070 2232, 91-7878007972 and 91-7878007973.

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

Tender Notice

Online bids are invited from eligible bidders for the work of “**Sale of confidential waste material(Used Answer Books) of SED for the year 2016-17**”.

The online bids complete in all respect along with a scanned copies of the bank draft of **Rs.60,000/-** towards tender notified EMD respectively in favour of IGNOU, New Delhi must reach Room No 16, Block No. 6, IGNOU, Maidan Garhi, New Delhi-110 068 latest by 12:15 PM on the bid opening day 05-10-2016

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

**Sd/-
Registrar SED**

Dated:-

**TENDER DOCUMENT FOR SALE OF CONFIDENTIAL WASTE MATERIAL(USED
ANSWERS BOOKS)
Indira Gandhi National Open University
New Delhi.**

Earnest Money : Rs. 60,000/- (Rupees Sixty thousand only)

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

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

And

Physical copy of only EMD separately must be submitted on due date and before HH:MM hrs. of tender opening in the office of the Registrar, SED, IGNOU Campus, Maidan Garhi, New Delhi -110 068.

INSTRUCTION FOR e-Sale of waste material

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 Commercial Bid. Technical Bid, Tender Fee & EMD should be upload online in cover 1 and Commercial Bid in “.xls” 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> as per the criteria given in this document:

- a. Technical Bid, EMD should be upload online in cover-1.
- b. Commercial Bid should be upload online in cover-2

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

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> .

a. List of Documents to be scanned and uploaded (Under Cover-1) within the period of bid submission:-

- i. Scanned copy of EMD.
- 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. 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:

- **Demand Drafts/Pay orders or Banker`s Cheques of any Scheduled Bank against EMD.**
- **Certificate of Registration for Sales Tax / VAT and acknowledgement of up to date filed return.**
- **Registration certificate of PAN No. and TIN No.**

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. 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.

C. 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. **Bid Security**

a. The Bidder shall furnish Bid Security of **Rs.60,000/-** 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 Delhi.

NOTE: Physically original EMD only must be submitted before due date and time on the given address i.e Block No. 6, Room No. 16, SED, IGNOU, Maidan Garhi, New Delhi-110068 and Scanned copies of the same must uploaded online in cover 1.

c. Any Bid not accompanied by with prescribed Bid Security shall be summarily declared non-responsive and the envelope containing financial Bid of such Bidder shall not be opened.

d. 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.

7. **Bid Validity**

a. All the Bids must be valid for a period of 90 days from the last date of submission of the tender for execution of Contract. 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.

8. **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.

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

- 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 separately before opening of bid.

10. **SUBMISSION OF BIDS**

- a. The bidder shall seal the original Bank Drafts/Pay orders towards EMD in an envelope.
 - b. 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 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.
11. The intending bidder must have valid class-III digital signature to submit the bid.
12. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
13. Contractor can upload documents in the form of JPG format and PDF format.
14. Contractor 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 department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

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

Invites limited tender for Sale of confidential waste material(Used Answer Books)

On behalf of Indira Gandhi National Open University, the undersigned invites e-tender for sale of the following confidential waste material(Used Answer Books) of IGNOU.

1. Used Answer Books

Online bids (Technical & Financial) from eligible bidders which are valid for a period of 90 days from the date of Technical Bid opening (i.e 05-10-2016) are invited for and on behalf of the Vice-Chancellor, IGNOU for “**Limited Tender for Sale of confidential waste material(Used Answer Books)** ”.

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

Registrar (SED)

confidential waste material(Used Answer Books) and shall be liable to any penalties that may accrue due to non-adherence of Terms & Conditions of the Contract.

Signature

Seal of the Company

Dated:

Note: - Any amount deposited earlier as bid security/ EMD for the same purpose will not be considered against this quotation.

INSTRUCTION TO BIDDERS

1. The bidders shall have to furnish bid security along with their bids. The amount of bid security should ordinarily be 10% of the assessed or reserved value/price of the goods to be disposed of during the period of contract. The quotation should be accompanied by a Bid Security (Earnest Money Deposit) by way of Account Payee Demand Draft in favour of the "Indira Gandhi National Open University" payable at Delhi, as per the amount mentioned below:-

2.

Sl. No.	Description of items	Bid Security (Rs.)	Demand Draft No. / dated	Name of Bank
1	Used Answer Books	Rs. 60,000/-		

Note :- A separate DD is to be enclosed for each item.

3. A tenderer may submit their bids for one item, or more than one item, or even for all the five items. However, separate demand draft shall be submitted towards the Bid Security for each item as detailed above.
4. Bid Security shall not be accepted by way of cheque, cash money order or Bank Guarantee. The quotation without Demand Draft of Bid Security, even if any amount deposited earlier for the same purpose, will summarily be rejected. The Bid Security of the unsuccessful tenderers will be returned after the contract is awarded to the successful bidder. The Bid Security of the successful tenderer will be returned after the expiry of the contract period. No interest shall be payable on the Bid Security deposited by the Contractor.
5. Bid Security (Earnest Money Deposit) will be forfeited if the bidder withdraws his bid after the date of opening of quotation. In case the successful bidder does not show interest in lifting the goods, the bid security will be forfeited.
6. In case the total quantity to be disposed of cannot be taken up by the highest acceptable bidder, the University reserves the right to offer the remaining quantity to the next bidder(s) at the price offered by the highest acceptable bidder.
7. Quotations received late will not be considered.
6. Form of organisation, whether Partnership or Proprietary or Limited Company must be clearly mentioned in the quotation. If Partnership firm, the Names & Addresses of the Partners and if Limited Co., the names and addresses of the Directors and Registration Number may be expressly stated.
7. No Sales Tax and/or other duties/ levies/ forms 'C' or 'D' for this sale are available with the University.
8. Rates quoted should be valid for at least one year from the date of award of the contract.

9. Rates are required to be quoted according to the units indicated in the annexed form. When quotations are given in terms of units other than those specified in the form, relationship between the two sets of units must be established by enclosing documentary evidence/proof.
10. IGNOU shall be under no obligation to accept the highest quotation or any other quotation and reserves the right of acceptance of the whole or any part of the quotation or portion of the quantity offered and the bidder shall accept the same at the rates quoted.
11. IGNOU reserves the right to decrease or increase the quantity to be sold.
12. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amounts quoted in words and figures, amount quoted in words shall prevail.
13. The authority of the person signing the quotation called for should be produced.
14. The validity of the contract will be for a period of 12 months from the date of award of the contract, which can be extended for one year with the approval of the Competent Authority, if mutually agreed upon between the University and the Contractor.
15. Canvassing in any form will disqualify the tenderer for the present tender or may be in future too.

TERMS AND CONDITIONS OF THE CONTRACT

1. DEFINITIONS:

- a. The terms IGNOU means Indira Gandhi National Open University represented by the Registrar (Student Evaluation Division) or his successors or assignees.
- b. The term ‘Contractor’ shall mean, the person, firm or Company with whom or with which the order for sale of confidential waste material(Used Answer Books) is placed and shall be deemed to include the Contractor’s successors, representatives, heirs, executors and administrators unless excluded by the contract.
- c. The term ‘ Order’ shall mean, the communication signed on behalf of IGNOU by an officer duly authorized intimating the delivery order on behalf of the Seller on the terms and conditions mentioned or referred to in the said communication accepting the quotation or offer of the contractor for delivery of material.

2. PRICES

The bid of the highest acceptable responsive bidder will be accepted.

3. UNDERTAKING

- a) The Contractor shall furnish an Undertaking that the material purchased by them shall not be sold in open market and shall be used only for recycling at the Paper Mill.
- b) This Undertaking shall be submitted on a non-judicial stamp paper of Rs.100/- duly notarized by a Notary Public.
- c) This Undertaking has to be submitted along with the Technical Bid.

4. UTILISATION CERTIFICATE

A Utilization Certificate from Paper Mill which used the waste paper of IGNOU stating that the confidential material purchased by the contractor from IGNOU has been converted into pulp for paper should be submitted within one month of the date of taking delivery of the material from the Seller, failing which it would be termed as breach of contract.

5. CLEARANCE

Should the contractor fail to purchase and lift the waste paper or any consignment thereof within the period prescribed for such purchase/lifting, the IGNOU shall be entitled at his option either:

- i. to recover from the contractor as agreed liquidated damages by way of penalty, a sum of 2% of the cost of waste paper which the Contractor has failed to purchase as aforesaid, during which the purchase of such material may be in arrears, or
- ii. to sell elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the waste paper/materials not purchased or others of a similar description (where others exactly complying with the particulars are not, in the option of IGNOU readily disposable, such option being final) without canceling the contract in respect of the consignment(s) not yet due for clearance, or

- iii. to cancel the contract or a portion thereof, and, if so desired to sell or authorize the sale of waste paper/materials not so taken or others of similar description (where others exactly complying with particulars are not, in the opinion of IGNOU readily disposable, such option being final at the risk and cost of the Contractor.
- iv. The responsibility of the Contractor will also be such as follows:
 - (a) Packing of the material with own packing materials such as gunny bags for the shredded project reports, lifting of the material, transportation of the material, etc. at the cost of the Contractor within 15 days from the date of issuance of letter,
 - (b) If the materials are not lifted within 15 days, the Contractor is liable to pay a penalty of 4% extra of the value of the materials lifted for the delayed lifting for a week or part thereof and if the Contractor does not lift the materials after one month, the Bid Security (EMD) deposited by the Contractor will be liable to be forfeited. In case, if the Contractor lifts the partial material in time, and lifts the remaining materials after 15 days, the above penalty will be applicable for the value of the remaining materials.
 - (c) In case, the Contractor does not lift the material even after a maximum of thirty days whichever is earlier, the University will have the right to sell the materials to the other vendors and the loss incurred due to the difference in rates will be borne by the Contractor.
 - (d) The Contractor will arrange for the truck/tempo/vehicle for carrying the materials after lifting which will be got weighed before loading and again after loading the materials so as to arrive at the weight of the materials. The Contractor will lift the materials in the University premises at Maidan Garhi Campus, New Delhi – 110 068.

In the event of action being taken under Sub-Clause (ii) & (iii) of Clause 5 above, the contractor shall be liable which IGNOU may sustain on that account, to resale than such agreement is made within one month from the date of such failure. But the contractor shall not be entitled to any gain on such resale made against default. The manner and method of such resale shall be at the discretion of IGNOU, whose decision shall be final. It shall not be necessary for IGNOU to serve a notice of such resale on the defaulting contractor. This right shall be without prejudice, to the right of IGNOU to recover damages for breach of contract by the contractor.

6. APPLICATION FOR EXTENSION OF TIME

As soon as it is apparent that contractor cannot adhere to the schedule for lifting the materials, an application shall be sent in writing by the Contractor to IGNOU for grant of extension of time to lift the materials which will be granted at the sole discretion of the University.

7. PAYMENT

The Contractor shall have to deposit in advance an estimated amount as IGNOU may decide before lifting the Lot of Waste Paper. The final payment as per weight determined at Dharma Kanta (place where the materials are weighed at weighing platform) and at the rates approved by IGNOU shall be paid to IGNOU by the Contractor before taking the final delivery of the relevant lot of waste material.

8. RECOVERY OF SUMS DUE

Wherever any claim for the payment of, whether liquidated or not, money arises out of or under this contract against the contractor, IGNOU shall be entitled to recover such sum by appropriating, in part or whole, the bid security deposited by the contractor. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance of the total sum recoverable, as the case may be, shall be deducted from any sum then due of which at any time; thereafter may become due to the Contractor under this or any other contract with IGNOU. Should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to IGNOU on demand the remaining balance due. If IGNOU has or makes any claim, whether liquidated or not, against the contractor under any other contract with IGNOU, the payment of all money payable under the contract to the Contractor including the security deposit shall be withheld till such claims of IGNOU are finally adjudicated upon and paid by the contractor. Therefore the contractor may clearly note that in case of any deviation from the terms and conditions of the contract, the Bid Security (EMD) will be forfeited.

9. INDEMNITY

The contractor shall maintain confidentiality and shall indemnify and hold the University, its heir successors and assignees, officers, employees and agents harmless from any direct or indirect loss or damage and or claims for personal injury or property damage caused by any contractual problems or by the contractor's negligent or fraudulent act, omission or willful misconduct/breach of any terms of this contract.

10. DISPUTE SETTLEMENT

In the event that any question, dispute or difference, arising out of the terms and conditions of the tender and related matter, cannot be settled by mutual discussion within 30 days, the Courts of Delhi, New Delhi, India only will have the jurisdiction to adjudicate upon the matter.

11. SIGNING OF QUOTATION

- (a) The quotation is liable to be rejected if complete information is not given therein or if the particulars and data (if any) asked for in the schedule to the quotation are not filled in.
- (b) Time is the essence of the contract and failure to lift the waste materials within the stipulate period tantamounts to breach of contract.
- (c) The contract will be governed by the terms and conditions contained in these documents.
- (d) Individual signing the quotation or other documents connected with a contract must specify whether he signs as:
 - i. A 'sole proprietor' of the concern or constituted attorney of such sole proprietor:
 - ii. A partner of the firm if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm
 - iii. Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.

- iv In case of (ii), a copy of the partnership agreement or general power of attorney, in either case attested by a Notary Public, should be furnished unless the same has been previously furnished to this University or any affidavit on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished. The attested copy of the certificate or registration of firm should be attached along with the quotation papers.
- v In the case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been confirmed on any partner, the quotation and all other related documents must be signed by all the partners of the firms.
- vi. A person signing the quotation form or any documents forming part of the contract on behalf of another shall be deemed to be a warranty that he has authority to sign it, on enquiry if it appears that the persons signing had no authority, Seller will have the right to cancel the contract and hold the signatory liable for all cost, consequences and damages.

12. SUBMISSION OF AFFIDAVIT

In token of confirmation with regard to personal visit to the location and the expected goods and agreeing to the terms & Conditions the tenderer shall submit an Affidavit as per the format provided under Annexure –IV on a non-judicial stamp paper of Rs. 50/-. The said Affidavit should be duly notarized by a Notary Public and submitted along with the bids.

13. EXTENSION OF THE CONTRACT

The validity of the contract will be for a period of 12 months from the date of award of the contract, which can be extended for one year with the approval of the Competent Authority, if mutually agreed upon between the University and the Contractor.

14. EXECUTION OF AGREEMENT

The Contractor on award of the contract shall execute an Agreement with the University within 15 days on a non-judicial stamp paper of Rs.100/ incorporating all the terms and conditions of the tender.

.....
**Signature of the Bidder
or the Authorized Signatory**

.....
Seal of the company with address

Date:

**Signature of Registrar (SED)
With seal**

Witness:-

1.

2.

AFFIDAVIT

(To be submitted on a non-judicial stamp paper of Rs.50/- duly certified by a Notary Public)

I, S/o.

aged years, resident of 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 “Sale of confidential waste material(Used Answer Books)s” 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 / Criminal case pending against the firm / supplier and the firm has not been black-listed in the past in any institution of the country.
6. I hereby confirm that I have visited the location/site and the inspected goods proposed to be sold/disposed off.

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 & Seal of Notary)