

BID DOCUMENT

NOTICE INVITING E-TENDER

Tender Reference No: **IG/SED/Estt./18/16**

Dated: 19.09.2016

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 Designing, Printing, supply Scanning and Processing of ICR Application Forms**”.

<i>Name of Work</i>	Limited Tender for Designing ,Printing ,supply Scanning and Processing of ICR Application Forms
<i>Estimated Cost</i>	Rs.6,00,000/-
<i>Earnest Money Deposit to be submitted</i>	Rs.12,000/-
Date of Publishing	19.09.2016 (03:30 AM)
<i>Clarification Start Date and Time</i>	19.09.2016 (04:00 AM)
<i>Clarification End Date and Time</i>	21.09.2016 (11:00 AM)
<i>Queries (if any)</i>	<i>No queries will be entertained after clarification end date and time</i>
Bid Submission Start Date	21.09.2016 (1:00 PM)
<i>Last Date and time of uploading of Bids</i>	05.10.2016 (11:00 AM)
<i>Last Date and time of submitting , EMD and other documents at IGNOU</i>	05.10.2016 (01:00 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.

More information useful for submitting online bids on the CPP Portal may be obtained at:

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

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 clickingon 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, pre-mature 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 “Designing, Printing, Supply, Scanning and Processing of ICR Application Forms 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.12,000/-** 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 01:00 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:- 19/09/2016

**TENDER DOCUMENT FOR DESIGNING, PRINTING, SUPPLY, SCANNING &
PROCESSING OF ICR APPLICATION FORMS`
Indira Gandhi National Open University
New Delhi.**

Earnest Money : Rs. 12,000/- (Rupees Twelve thousand only)

**Scanned Copy of EMD & sample paper must be submitted online on CPP
Portal:-<http://eprocure.gov.in/eprocure/app>**

And

**Physical copy of only EMD & sample paper 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-PROCUREMENT

1. Preparation and Submission of Bids

- a. The detailed tender documents may be downloaded from <http://eprocure.gov.in/eprocure/app> till the last date of submission of tender. The Tender may be submitted online through CPP Portal <http://eprocure.gov.in/eprocure/app>
- b. The bidder should submit the bid online in two parts viz. Technical Bid and Commercial Bid. Technical Bid, EMD should be upload online in cover 1 and Commercial Bid in “.rar” 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 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. IGNOU is exempted by the department of Service tax being an educational institution by way of auxiliary service.

d. The Financial bid should be according to the format given in the Tender Document. It should be ensured that no required value against an item is missed. If the bidder does not want to charge for an item the value must be filled as “0” (ZERO). All totals should be correct.

5. **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. 12,000/- (Twelve thousand only) 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 & sample paper 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 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**

LIMITED TENDER NOTICE

E-tenders are invited on prescribed form from local (Delhi/NCR) reputed firms for Designing, Printing, Supply, Scanning and Processing of ICR Application Forms for Entrance Examinations for admission to Management, B.Ed. and a few other Programmes of this University. The tenderer should have vast experience in similar job dealing with the institutions of higher learning.

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

Registrar (SED)

INDIRA GANDHI NATIONAL OPEN UNIVERSITY
Student Evaluation Division
Maidan Garhi, New Delhi – 110068

No.IG/SED/Estt./201/16
Dated: 07-09-2016

Sub: Invitation of e-bids for Designing, Printing, Supply, Scanning and Processing of ICR Application Forms

Dear Sir,

1. IGNOU, a Central University established under an Act of Parliament in 1985, is one of the largest Universities in the world. IGNOU's objectives are to democratize education by taking it to the doorsteps of the learners, provide access to high quality education to all those who seek it and offering need based programs by offering professional and vocational orientation.
2. The University requires ICR APPLICATION FORMS for our Admission to Management and a few other Programmes. The specification & size of ICR APPLICATION FORMS are given in the Quotation Form (Annexure-II). The data in the ICR forms is to be captured by Scanning and errors free data should be supplied to the University as per the requirements. You may quote your rates for the same in the prescribed form.
3. The rates uploaded should be Ex-IGNOU office at Maidan Garhi, New Delhi. The University does not provide any sales tax concessions and/ Form-C & D etc.
4. Time of completion of the work is the Essence of the Contract. The University's requirement for the completion of different jobs under the contract shall be such as specified by the University from time to time.
5. You are required to deposit a Bid Security (Earnest Money Deposit) of Rs.12,000/- (Rupees Twelve Thousand only) along with your tender in the form of a Bank Draft drawn in favour of IGNOU payable at New Delhi. Tender forms received without Bid Security is liable to be rejected.

Registrar (SED)

Encl.:

1. Instructions to Tenderers
2. Tender Form
3. Agreement and General Terms & Conditions
4. Format of Affidavit to be finished on Non-Judicial Stamp Paper of Rs.10/- (Annexure –V)

INSTRUCTION OF TENDERERS

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

The decision of the “Authorities” of the University shall be final and binding with regard to the opening of TECHNICAL & FINANCE BIDS

2. 2.1 The tender should be accompanied by a Bid Security (Earnest Money) of Rs. 12,000/- (Rupees Twelve thousand only) in favour of “Indira Gandhi National Open University” by way of an Account Payee Demand Draft payable at New Delhi, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee from any of the commercial banks. Please note that the Bid Security (EMD) will not be accepted by way of cheque, cash, or money order. The bid security shall remain valid for a period of 90 days beyond the submission of bid.
- 2.2 The tenders not accompanied by Bid Security (Earnest Money) will not be considered.
- 2.3 No interest will be payable on Bid Security/EMD. The Bid Security/ EMD will be refunded to the tenderer(s) only after finalization of the tender. However, in the case of successful tenderer, the Bid Security/EMD will be refunded only after receipt of Performance Security.
- 2.4 Bid security/EMD will be forfeited if the tenderer withdraws his tender after the date of opening of tender and/or alters the rates and terms of the contract.
- 2.5 The tender is also required to furnish a guarantee on a Stamp Paper of Rs.10/-, duly attested by a Notary Public, to the effect that he shall maintain secrecy and confidentiality of the documents.
- 2.6 Late tenders will not be considered.
- 2.7 Conditional tenders will summarily be rejected.
3. Form of organisation, whether partnership or proprietary or Limited Company must be clearly mentioned in the tender. 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.
4. No Sales Tax and/or other forms ‘C’ or ‘D’ are issued by the University.
5. Rates quoted should be firm and valid for one year from the date of award of contract.
6. Prices are required to be quoted according to the units indicated in the annexed tender form when quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be established by enclosing documentary evidence/proof.
7. 7.1 All available technical literature, catalogues and other data in support of the specification and details of items should be furnished along with the offer.
- 7.2 Samples, if called for, should be submitted free of all charges by the tenderers and the University shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of non-acceptance of tender the tenderer will have to remove the samples at his own expenses.
- 7.3 Specifications: Stores offered should strictly conform to our specifications.
8. 8.1 The University shall be under no obligation to accept it as per the rates mentioned in tender and reserve the right of acceptance of the whole or any part of the tender or portion of the quantity offered, and the tenderer shall accept the same at the rates quoted.
- 8.2 The University reserves its right to decrease or increase the quantity to be procured.

9. Corrections, if any, in the tender document, 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 figure, amount quoted in words shall prevail.
10. The tenderers should supply along with his tender the name of their bankers as well as the latest income tax returns.
11. The authority of the person signing the tender called for should be produced.
12. The tenderer should be prepared to carryout the scanning of ICR APPLICATION FORM already available in stock with the University.
13. Bid Security (Earnest Money Deposit) and/or Performance Security (Security Deposit) if deposited earlier by any bidder shall not be taken into account against this tender.

TERMS AND CONDITIONS OF THE CONTRACT**1. DEFINITIONS :**

- a) The term ‘University’ shall mean the Indira Gandhi National Open University established under the Act No.50 of 1985 of Parliament of India.
- b) The term ‘Contractor’ shall mean, the person, firm or Company with whom or with which the order for the Supply or stores 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 ‘Purchase Order’ shall mean the communication signed on behalf of the University by an officer duly authorised intimating the supply order on behalf of the University on the terms and conditions mentioned or referred to in the said communication accepting the tendering and also the formula for any such variations.

2. RATES :

The rates quoted in the tender shall be firm and not variable during the period of tender.

3. LOCAL CONDITIONS:

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. No request for enhancement in prices or extension of time schedule of delivery shall be entertained after IGNOU has accepted the offer, except under extreme situations.

4. PERFORMANCE SECURITY DEPOSIT :

On acceptance of tender, the contractor shall deposit the Performance Security (Security Deposit) equivalent to 10% of the value of contract within the specified period to IGNOU by way of demand draft in favour of IGNOU and payable at New Delhi, Bank Guarantee, Fixed Deposit Receipt (FDR), or Banker’s Cheque.. **The Performance Security will be payable by Contractor.** If the contractor fails to provide the security within the period specified, such failure shall entail to be a breach of contract and the University shall be entitled to make other arrangements for the procurement of the ordered item and quantity at the risk of Contractor in terms of Clause 10 hereof and /or to recover from the contractor damages arising from such cancellation. Further, failure to furnish the Performance Security shall be treated as a breach of contract and entail cancellation of the contract and forfeiture of the Bid Security.

The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier.

5 GUARANTEE & REPLACEMENT

- a) The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down, the material workmanship and performance.
- b)
 - (i) After the acceptance of the stores, if any defect is discovered therein or any defects found therein to have developed under proper use arising from faulty stores design or workmanship, contractor shall remedy such defects at their own cost. In case of the non-replacement of the defective stores within stipulated time, the Performance Security remitted by the Contractor is liable to be forfeited.
 - (ii) The Contractor shall also guarantee that the processing of ICR APPLICATION FORM shall be done as per the requirement of the University and within the time schedule prescribed by the University. In case of failure which may result delay in declaration of result of examinations, the University will have the full right to get the work done by any other agency at the cost and risk of the Contractor. In such cases, the Performance Security remitted by the Contractor is liable to be forfeited.
- c) If in the opinion of the University, it becomes necessary to replace or renew defective stores such

replacement or renewal shall be made by the contractor to the University free of all costs.

- d) If the Contractor fails to rectify the defects, the University 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 University, notwithstanding any prior approval or acceptance of inspection thereof on behalf of the University, as to whether or not the stores supplied by the contractor are effective or a defect has developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement shall be final, conclusive and binding on the contractor.

6. **PACKING, FORWARDING & INSURANCE :**

The contractor will be held responsible for the stores being sufficiently and properly packed for by rail, road, sea or air, to withstand transit hazards and ensure safe arrival at the destination. The packing and marking of packages shall be done by and at the expense of the contractor. The University will not pay separately for transit insurance, all risks in transit being exclusively of the contractor and the University shall pay only for such stores as are actually received in good condition, in accordance with the contract.

7. **DESPATCHES :**

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

8. **TEST CERTIFICATE :**

Wherever required, test certificates should be sent along with the despatch of documents.

9. **ACCEPTANCE OR STORES :**

- a) The stores shall be tendered by the contractor for inspection at such places as may be specified by the University at the contractor's own risk, expenses and cost.
- b) It is expressly agreed that the acceptance of stores contracted for is subject to final approval by the University whose decision shall be final.
- c) If, in the opinion of the University all or any of the stores that do not meet the performance or quality requirements specified in the purchase order, they may be either rejected or accepted at a price to be fixed by the University and the decision as to rejection and the prices to be fixed shall be final and binding on the contractor.
- d) If the whole or any part of the stores supplied are rejected in accordance with Clause No.9 (C) above, the University shall be at liberty, with or without notice to the contractor, to purchase in the open market at the expenses of the contractor, stores meeting the necessary performance and quality contracted for in place of those rejected.

10. **REJECTED STORES :**

10.1 Rejected stores will remain at the Contractor's risk and responsibility. If instructions for their disposal are not received from the contractor within a period of 14 days from the date of receipt of the advise of rejection, the University or his representative has, at his discretion the right to scrap or sell or consign the rejected stores to contractor's address at the contractors entire risk and expenses freight being payable by the contractor at actuals.

10.2 Similarly, if the Contractor fails to complete the processing of ICR Application form within the time schedule prescribed by the University, the university will have to full right to get the work done by any other agency at the cost and risk of the Contractor as per 5.b(ii) above.

11. **DELIVERY :**

- a) The time for and the date of delivery of the stores stipulated in the Purchase Order shall be deemed to be the Essence of the Contract, and delivery must be completed on or before the specified dates. The

University may have its option for supply of the stores/articles in lump sum or in installments as convenient to the University.

- b) If the contractor fails to deliver the stores or any consignment thereof and/or delays processing of ICR Application Forms within the time frame prescribed by the University, the University shall be entitled at its option either:
- (i) To recover from the contractor the liquidated damages as agreed upon and/or by way of penalty, a sum of 1% of the total value of the purchase order for each week or part of a week even in the case of part supply of stores is made within the delivery period, during which the delivery of such stores may be in arrears, or
 - (ii) to purchase elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the stores not delivered or others of a similar description (where others exactly complying with the particulars are not, in the option of the University readily procurable, such option being final) without canceling the contract in respect of the consignment(s) not yet due for delivery, or
 - (iii) to get the whole work done by any other agency on the option of the University at the cost and risk of the Contractor as per Clause 5 (b) ii)
 - (iv) to cancel the contract or a portion thereof, and, if so desired to purchase or authorise the purchase of stores not so delivered or others of similar description (where others exactly complying with particulars are not, in the opinion of the University readily procurable, such option being final at the risk and cost of the Contractor.
 - (v) If the contractor is not able to supply the ordered its completely within the specified period to the complete satisfaction of the University, the University reserves the right to forfeit the Performance Security, Bid Security as the case may be.
 - (vi) The decision of the authority placing the order in this regard shall be final. In case, the tenderer does not feel satisfied with the decision, he will be at liberty to approach the Vice-Chancellor, IGNOU. Decision of Vice-Chancellor in this regard will be final and binding and no appeal will be entertain against his decision.

In the event of action being taken under sub-clause (ii) & (iii) of clause 11 above, the contractor shall be liable to bear expenses which the University may sustain on that account. But the contractor shall not be entitled to any gain on such repurchase made against default. The manner and method of such repurchase shall be at the discretion of the University, whose decision shall be final. It shall not be necessary for the University to serve a notice of such repurchase on the defaulting contractor. This right shall be without prejudice, to the right of the University to recover damage for breach of contract by the contractor.

12. **APPLICATION FOR EXTENSION OF TIME :**

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

13. **ERECTION OF PLANT & MACHINERY (SCANNER):**

Wherever erection of a plant or machinery is the responsibility of the Contractor as per the terms of the contract and in case the contractor fails to carryout the erection as and when called upon to do so within the period specified by the University, the University shall have the right to get the erection done through any other source of their choice. In such an event, the contractor shall be liable to bear any additional expenditure that the University is liable to incur towards erection. The contractor shall, however, not be entitled to any gain due to such an action by the University.

14. **PAYMENT :**

The Contractor's bill will be processed for payment only after the stores have been received, inspected and accepted by the University with full satisfaction after the stores are found as per specification given in the supply order/purchase order and after the satisfactory report of the lab test, wherever necessary.

15. **RECOVERY OF SUMS DUE :**

Wherever any claim for the payment of, whether liquidated damages or not, money arising out of or under this contract against the contractor, the University shall be entitled to recover such sum by

appropriating, in part or whole, the security deposited by the contractor, if a security is taken against the contract. 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 at any time; thereafter may become due to the Contractor under this or any other contract(s) with the University. Should this sum be not sufficient to recover the full amount recoverable, the contractor shall pay to the University on demand, the remaining balance due. If the University has or makes any claim, whether liquidated or not, against the contractor under any other contract with the university, the payment of all money payable under the contract to the contractor including all the security deposits shall be with-held till such claims of the University 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)/Performance Security (Security Deposit) will be forfeited.

16. **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.

17. **DISPUTE SETTLEMENT:**

If the dispute cannot be settled by mutual discussion within 30 days as provided herein, the Courts at Delhi/New Delhi, India only will have the jurisdiction to adjudicate upon the matter.

18. **SIGNING OF TENDER :**

- a) The tender is liable to be ignored if complete information is not given therein or if the particulars and data (if any) asked for in the schedule to the tender are not filled in. Particular attention must be paid to the delivery dates and time which is the Essence of the Contract and also to these general conditions of contract as the contract would be governed by those terms and conditions.

Individual signing the tender or other documents connected with a contract must specify whether he sign 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 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.

19. **AWARD OF CONTRACT TO A SINGLE BIDDER OR MORE :**

The University may consider the rates for the activity of Printing and Supply (Activity 'A') and Scanning and Processing (Activity 'B' & 'C') mentioned in the Financial Bid at Annexure II separately and the contract may be awarded to two different firms based on the rates quoted by them and considering other terms and conditions.

20. **VALIDITY OF CONTRACT:**

The validity of the contract will be for a period of one year from the date of award of the contract, which may be extended with the approval of the Competent Authority up to one year, if mutually agreed upon on the same terms and conditions.

21. **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.

N.B.

1. 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 stamped paper duly sworn of affirmed by all the partners admitted execution of the partnership agreement of the general power of attorney should be furnished. The attested copy of the certificate or registration of firm should be attached along with the tender papers.
2. 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 tender and all other related documents must be signed by all the partners of the firms.
3. A person signing the tender form or any documents forming part of the tender 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 person signing had no authority, University will have the right to cancel the contract and hold the signatory liable for all cost, consequences and damages.
4. Each page of the tender documents should be signed by the tenderer.
5. The Evaluation Committee shall go into details of technical bids in the first stage which may also involve physical inspection of the units by the Committee.
6. The financial details of only those bidders will be opened who qualify the stage of technical evaluation as decided by the Evaluation Committee.
7. The technical bid and financial bid both should be furnished by the bidders in a separate envelop for each.
8. The details regarding any penalty imposed on the tenderer by any organization/company by way of monetary penalty, black-listing or any other mode shall be brought to the notice of the University at the time of submission of the tender in the form of an 'Under-taking/Affidavit' executed on a non-judicial stamp paper of Rs.10/-. In case, the University comes to know of any default or suppression of facts, the contract will be liable to be terminated immediately entailing to black-listing of the firm with the forfeiture of the Performance Security. Tender without the above said 'Under-taking/Affidavit' will not be considered.

Signature of the Tenderer : _____

Name _____

Designation: _____

Witnesses :

1. Signature: _____

Name: _____

Address: _____

2. Signature : _____

Name : _____

Address : _____

ANNEXURE – V

(Affidavit duly executed before the Notary Public on a Stamp Paper of Rs.10/-)

AFFIDAVIT

(Before Public Notary, _____)

I, _____ (Name of the Deponent), S/o _____, Aged

About : _____ years, Resident of : _____

_____ do

hereby solemnly state and affirm as under :

1. That, I am working as _____ (Designation of the Deponent) with M/s _____ (Name & Address of the Firm / Company) since _____ years ;
2. That, I am the Authorized Signatory / have been duly authorized to execute this affidavit on behalf of the above-named Firm / Company and as such competent to swear this affidavit. The duly certified copy of the Authourization Letter / Board Resolution to this effect is enclosed an Annexure with this Affidavit.
3. That, being the Authorized Signatory I am conversant with the technical details and the overall functioning of the Firm / Company applying for the present tender.
4. That, it is submitted that the Firm / Company shall maintain utmost secrecy in the scanning, processing and scoring of result and shall not interpolate / manipulate or tamper with the score.
5. That, in case any such incident is noticed, penalty as imposed by the Hon'ble Vice-Chancellor of the Indira Gandhi National Open University shall be payable by us.
6. That, I take oath and solemnly declare/affirm that the particulars furnished in the present "Tender Form" are correct and that nothing has been concealed or misrepresented therein. That, it is submitted that all the Statements / Submissions / Declarations / Information, etc. furnished in this "Tendering Form" are true statement.
7. That, I declare that there is no legal/criminal proceedings pending/contemplated against our firm or any staff members of our firm relating to Designing, Printing, Supply, Scanning and Processing of ICR Application Form. It is further submitted that the integrity of the Firm / Company or any of its staff members is not under suspicion / inquiry / investigation (As the case may be) before any agency like Police, Crime Branch, Central Bureau of Investigation, Vigilance Cell, Central Vigilance Commission, etc. and other such agencies empowered to do so under the extant laws.
8. That, I declare that the Firm / Company here-in-above mentioned has not been black-listed by any Organization/Company.

DEPONENT

9. That, I provide hereunder the following details of penalty imposed *, etc. on the Firm / Company by any Organization/Company by way of monetary penalty or any other mode :

Sr. No.	Details of Organization / Company, etc.	Details of penalty imposed, etc.
1.		
2.		

(*). Strike off whichever not applicable.

10. That, I do hereby swear that my statements under Para's (1) to (9) are true and correct and that it conceals nothing and that no part of this is false. In case the contents of affidavit are found to be incorrect or false, I shall be liable for action under the relevant provision of the Indian Penal Code and other relevant laws.

DEPONENT

Place :

Date :

VERIFICATION

Verified at _____ on this _____ day of _____ in the year of _____ that the contents of Para (1) to Para (10) of the above affidavit are true and correct to the best of our knowledge and belief and nothing has been concealed there from.

DEPONENT

ATTESTED

(NOTARY PUBLIC)

Important Note: The date of issuance of Stamp-paper should necessarily be between the opening and closing dates of the Tender (Both dates inclusive).

ANNEXTURE – I

**TECHNICAL BID
TECHNICAL DETAILS AND EXPERIENCE IN
DESIGNING, PRINTING, SUPPLY, SCANNING AND PROCESSING OF ICR Application Forms**

1. Name and Address of the firm :
2. Details of Bid Security (EMD) enclosed:
(DD No., Date, Bank, Amount etc.)
3. Enclose sufficient number of sample papers with specification proposed to be supplied:

Please enclose relevant documentary proof in support of the following items:

4. Details of the major supply orders executed

		Printing and Supply of ICR	Scanning of ICR Forms
--	--	----------------------------	-----------------------

Name of the University/ Educational Institution/ Organisation	Supply and Scanning Order No. (attach copy of orders)	Forms		and data captured	
		Quantity supplied with dates	Time taken for completing the Order	Quantity Scanned and data captured	Time taken for completing the Order

5. Income-tax Returns for the last three years:
6. Sales Tax Registration Certificate:
7. Validity of Offer:
8. Delivery Time:
9. The details of ICR APPLICATION FORM scanners, printers and other allied machinery required for the purpose and detailed specifications of all equipments in this regard:
10. Details of space earmarked for handling the assigned job:
11. Security arrangements during working time as well as off time:
12. Secrecy arrangements for maintaining secrecy:
13. Skilled/Semi-skilled manpower made available exclusively for such job:
15. The list of clients being handled by the firm along with work load/turnover of the similar job done during the last 5 years.
16. Annual turn over for the last 3 years.

Signature: _____

Name of Tenderer : _____

Date: _____

Seal with address of the company: _____

Technical Qualification Requirement

1. Company should have at least 2-5 high-speed document scanners with speed of 60-80 PPM (copy of purchase invoice should be enclosed as proof.)
2. Company should have at least 10 computers with ICR verifier licenses installed one each system (copy of purchase invoice of software should be enclosed as proof.)
3. Company should have done scanning and data verification job using ICR technology for at least 5 clients with minimum 2 job of 3-5 lakhs in last 2 years in a firm. (copy of job order should be enclosed as proof.)
4. The company should have a sufficient turnover per annum.

DETAILS OF INFRASTRUCTURE AVAILABLE FOR PRINTING, SUPPLY, SCANNING AND PROCESSING ICR APPLICATION FORMS
--

A. Details of ICR Scanners and Printers :

B. Manpower :

C. Other equipment (Fax, Telephone, Transport etc.)

Signature of Tenderer : _____

Place : _____ Name of Tenderer: _____

Date : _____ Seal with address of the company : _____



INDIRA GANDHI NATIONAL OPEN UNIVERSITY
Student Evaluation Division
Maidan Garhi, New Delhi – 110 068

FINANCIAL BID

**TENDER FOR DESIGNING, PRINTING, SUPPLY, SCANNING AND PROCESSING OF
 ICR APPLICATION FORMS**

QUOTATION FORM

Description	Size	Rates per Unit / per ICR Application Form	
A) DESIGNING AND PRINTING		Appr. Qty.	Rates per unit
1. Designing, Printing and Supply of ICR Application /Examination Form (105 GSM and of 28.5 cm x 21cm size paper, including serial numbering charges)	(105 GSM and of 28.5 cm x 21cm	60,000 sheets	Rs. _____ (Rupees ----- (in words))
2. Printing of envelopes envelop size 9" x 7" on 80 GSM	9" x 7"	60,000 sheets	Rs. _____ (Rupees ----- (in words))
3. Insertion of forms in envelopes		60,000 sheets	Rs. _____ (Rupees ----- (in words))
4. Numbering of envelopes		60,000 sheets	Rs. _____ (Rupees ----- (in words))
B. Scanning & processing		20,000 sheets	Rs. _____ (Rupees ----- (in words))
1. Data matching		20,000 sheets	Rs. _____ (Rupees ----- (in words))
2. Printing of admit card stationery size 8.25"x4.55" (three cards in one legal sheet) in duplicate	8.25"x4.55"	20,000 sheets	Rs. _____ (Rupees ----- (in words))
3. Printing of admit card thru laser with photograph, Signature and Address		20,000 sheets	Rs. _____ (Rupees ----- (in words))
4. Printing and supply of envelop size 8.75" x 12" on 80 GSM paper	9.25" x 5"	20,000 sheets	Rs. _____ (Rupees ----- (in words))
C) Processing & Supply of result cards :		20,000 sheets	Rs. _____ (Rupees ----- (in words))
1. Duplex scanning of double sided ICR application form with photograph, signature using image scanner for online forms and offline forms .		20,000 sheets	Rs. _____ (Rupees ----- (in words))
2. Data capturing of all fields from both side of the form for matching with database		15,000 sheets	Rs. _____ (Rupees ----- (in words))
3. Designing, Printing and supply of result cards		15,000 sheets	Rs. _____ (Rupees ----- (in words))
4. Printing of result cards with data	8.25"x4.55"	15,000 sheets	Rs. _____ (Rupees ----- (in words))
5. Printing and supply of envelop size 9.25" x 5" on 80 GSM paper	size 9.25" x 5"	15,000 sheets	Rs. _____ (Rupees ----- (in words))
6. Supply of sticker labels(containing add & cont. No. in case of downloaded form)		5,000 sheets	Rs. _____ (Rupees ----- (in words))
7. Printing of attendance sheets		20,000 sheets	Rs. _____ (Rupees ----- (in words))

NOTE:-

- SUPPLY SCHEDULE : Supply of the above quantity will be arranged as per the time – schedule to be prescribed by the University
- The University can place supply order(s) in parts.
- The above quantity is approximate and vary while issuing the supply order depending upon the need.
- The rates are inclusive of charges for delivering in the stores at the premises of the IGNOU at Maidan Garhi, New Delhi/or a place specified by IGNOU at Delhi/New Delhi

Signature _____

Name of the Authorised Signatory _____

Designation _____

Place: _____ Address & Seal of the firm _____

Date: _____