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INDIRA GANDHI NATIONAL OPEN UNIVERSITY
(Evaluation Centre, Patna)

Invites limited tender for Sale of Confidential Waste Material

On behalf of Indira Gandhi National Open University, the undersigned invites limited tender for sale of the following confidential waste material of IGNOU.

1. Used Answer Books

The tender documents containing the terms and conditions can be obtained from 11-11-2014 to 26-11-2014 on a written request from the Deputy Registrar, IGNOU Evaluation Centre, 9th Floor Biscomaun Tower west Gandhi Maidan patna-800001. The tender documents can also be downloaded from the University's website www.ignou.ac.in and submitted. The tender documents, duly filled in and complete in all respects, should be submitted to the Dy. Registrar, IGNOU Evaluation Centre, Patna up to 3.30 p.m., on or before 11-11-2014 which will be opened in the presence of the bidder/s or their representatives on 26-11-2014 at 3.30 p.m. Late submission of the tender will summarily be rejected.

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

Dy. Registrar
IGNOU Evaluation Centre, Patna

For IGNOU website, please visit www.ignou.ac.in

File No.: IG/SED/Estt./ECDL/14

Dated:

**INDIRAGANDHINATIONAL OPEN UNIVERSITY
(Evaluation Centre, Patna)
9th Floor, BISCOMAUN Tower west Maidan Patna-800001**

**TENDER FORM
FOR
SALE OF CONFIDENTIAL
WASTE MATERIAL**

Last date for submission of Quotation : 11-11-2014 at 3:30 pm

Date of Opening of Quotation :26-11-2014

Time : 3:30 PM

**Venue :9th Floor, BISCOMAUN Tower
west Maidan Patna-800001**

Estimated Value of the tender :Rs. 2,16,720/-

Bid Security :Rs. 21,500

**Quotation Form for sale of confidential waste material
Indira Gandhi National Open University
(To be filled by the Bidders)**

1. Name of the Company/Organisation :
2. Address :
3. Whether the Company/Organisation is
Proprietorship/ Partnership/Pvt. Ltd./Other :
4. Name of the Authorised Signatory :
5. Registration No./Sale Tax Regn. No. (if any):.....
6. I.T.C or PAN (Enclose a copy) :.....

Quotation

S.No. Item Rates per quintal (In figures & words)

1. Used Answer Books } Rs.....Rupees.....

Bid Security/EMD is enclosed herewith as per the details given below :

Sl. No.	Description of items	Bid Security (Rs.)	Demand Draft No. / dated	Name of Bank
1	Used Answer Books	Rs. 21,500/-		

I sole Proprietor/Director/partner/authorized signatory having registered office at do hereby solemnly affirm and declare that I/we undertake to abide by all the rules and regulations of the State/Central Govt./Local Govt. with regard to sale and disposal of confidential waste material 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 Patna, as per the amount mentioned below:-

2.

Sl. No.	Description of items	Bid Security (Rs.)
1	Used Answer Books	Rs. 21,500/-

3. 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.

4. 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.

5. 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.

6. Quotations received late will not be considered.

7. 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.

2. No Sales Tax and/or other duties/ levies/ forms 'C' or 'D' for this sale are available with the University.

3. Rates quoted should be valid for at least one year from the date of award of the contract.

4. 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.

Signature of the Tenderer with Seal

5. 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.
6. IGNOU reserves the right to decrease or increase the quantity to be sold.
7. 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.
8. The authority of the person signing the quotation called for should be produced.
9. 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.
10. -Canvassing in any form will disqualify the tenderer for the present tender or may be future too.

Signature of the Tenderer with Seal

TERMS AND CONDITIONS OF THE CONTRACT

1. DEFINITIONS:

- a. The term, 'IGNOU' means Indira Gandhi National Open University represented by the Deputy Registrar (Evaluation Centre) 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 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

Signature of the Tenderer with Seal

- 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 the address given in the tender document.

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.

Signature of the Tenderer with Seal

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)/Performance Security (Security Deposit) will be forfeited.

9. INDEMNITY

The contractor shall maintain confidentiality and shall indemnify and hold the University, its heirs 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.

Signature of the Tenderer with Seal

10. DISPUTE SETTLEMENT

If any dispute arises out of this agreement to be entered into or any provision thereof, same shall be tried to be resolved by mutual discussions between the parties within in a period of two months; failing which only court at Delhi/New Delhi will have the exclusive 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.

Signature of the Tenderer with Seal

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.

13. 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.

ANNEXURE-IV

AFFIDAVIT

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

I, S/o. Shri
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 materials" 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-listedin the past in any institution of the country.
6. I hereby confirm that I have visited the location/site and the expected 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 therefrom and thatno part of it is false.

Verified at this Day of

DEPONENT

(Signature& Seal of Notary)

