



INDIRA GANDHI NATIONAL OPEN UNIVERSITY
REGIONAL CENTRE: GANGTOK
5th Mile, Tadong, Gangtok, Sikkim, Pin -737102
Ph: 03592-231102, 231103 Email: rcgangtok@ignou.ac.in

Ref No. 2-25/RC-Gtk/Obsolete-Disposal/2017/611

Date: 12/10/2023

LIMITED TENDER NOTICE

[Invitation of quotations/bids for sale/auction/disposal of obsolete/unserviceable office equipment, furniture, fixture, scraps and other materials]

On behalf of Indira Gandhi National Open University (IGNOU), the undersigned propose to dispose the obsolete/un-serviceable office equipment, furniture, fixture, scraps and other materials (as per list at Annexure-I) belonging to IGNOU lying at the Regional Centre Gangtok and its Study Centre in Sikkim on “**AS IS WHERE IS BASIS**”.

In this connection, sealed quotation in the prescribed formats (Annexure- I, II, III, IV and V) from the registered individual/firm/agencies possessing valid license as per schedule below:-

Date for release of tender notice	12/10/2023
Last date for submission of Quotation (Start):	12.10.2023 up to 10:00 A.M.
Last date for submission of Quotation (End):	02.11.2023 up to 04:30 P.M.
Date & Time of Opening of Quotation:	03.10.2023 at 11.30 A.M.
Application Fee (non-refundable)	Rs 500/- (Rupees Five Hundred only)
Earnest Money Deposit (EMD))	Rs 5000/- (Rupees Five Thousand only)
Place for inspection of materials and acceptance of quotations	IGNOU Regional Centre Gangtok, 5 th Mile, Tadong, Gangtok, Sikkim, Pin -737 102
Date and Time for inspection of items	All working days from 12.10.2023 to 02.11.2023 between 11.30 A.M. to 4.30 P.M.

The tender documents containing detailed terms and conditions can be downloaded from the IGNOU website www.ignou.ac.in or/and Regional Centre website <http://rcgangtok.ignou.ac.in/>

The sealed quotation/tender bids duly filled/completed in all respects along with the EMD and application fee in form of demand draft drawn in favour of “IGNOU” payable at Gangtok, should be submitted to the Senior Regional Director, IGNOU Regional Centre Gangtok, Tadong, Gangtok, Sikkim -737 102 on or before **02.11.2023** up-to **04.30 PM** which shall be opened in the presence of the bidder/s or his/her authorized representative on the following next day at 11:30 AM. The price quotations/bids received incomplete or/and without supporting documents shall be summarily rejected. IGNOU reserves the right to accept or reject any or all the quotations/tender bids without assigning any reason thereof.

Sr. Regional Director
IGNOU RC-Gangtok

**INDIRA GANDHI NATIONAL OPEN UNIVERSITY
REGIONAL CENTRE GANGTOK**

Annexure-I

**List of obsolete/unserviceable office equipment, furniture, fixture, scraps and other materials for
sale/auction/disposal**

Sl. No.	Item Description	Quantity	Rate in Rupees	Total Price Quote in Rupees
1	REVOLVING CUSHION HIGH BACK CHAIR	1		
2	RD CUSHION CHAIR	1		
3	REVOLVING CUSHION CHAIR	7		
4	CUSHION CHAIR	2		
5	CHAIR CUSHION WITHOUT ARM	4		
6	COMPUTER CHAIR	7		
7	TABLE CONFERENCE 6X3	3		
8	TABLE 54X30X30	1		
9	ALMIRAH PLAIN WITH SELVES	1		
10	STOVE	1		
12	SUIT/BRIEF CASE	4		
13	FOLDING COT	2		
14	SIGN BOARD (GLOW)	2		
16	TYPEWRITER ENGLISH	2		
18	GAS STOVE (single flame gas burner)	1		
19	AUDIO/VIDEO CASSETTE CABINET	2		
20	TELEPHONE INSTRUMENT	8		
21	PLASTIC CHAIR	15		
22	TABLE-READING (T 402)	3		
23	ALMIRAH (BIG)	4		
24	CHAIR-CANE (CH 7)	37		
25	CHAIRS STEEL WITH CONT. ARMS	71		
26	Scap / condemned / miscellaneous items as per list	1		
TOTAL		180		

Technical Bid: Application Form

**[Invitation of quotations/bids for sale/auction/disposal of obsolete/unserviceable office equipment,
furniture, fixture, scraps and other materials]
(To be filled by the Bidders)**

1. Name of the Company/Organization/Firm : _____
2. Whether the Company/organization is sole
Proprietorship/Partnership/Pvt Ltd/ other : _____
3. Address : _____
- Telephone No. _____
Email ID _____
4. Name of the Authorized Signatory : _____
5. Registration No. (Enclose a copy) : _____
6. Permanent Account Number (enclose a copy) : _____
7. GST/VAT Registration No. (Enclose a copy) : _____
8. Registration Certificate No. issued by : _____
Central/State Pollution Control Board, (Enclose a copy)
9. Bid Security / Earnest Money Deposit (EMD) of Rs 5,000/- (Rupees Five Thousand only) drawn in
favour of IGNOU payable at Gangtok is enclosed herewith as per details given below:-
(a) Demand Draft No _____ Dated: _____
(b) Payee Bank and Branch: _____
10. I/we have inspected the obsolete items and interested to purchase the same on "AS IS WHERE IS
BASIS"
11. I/we have gone through the instructions, terms and conditions given in the tender documents and do
hereby agree with the same, for which I/we have enclosed herewith duly signed copy of Annexure-III
(Instruction to Bidders) and Annexure-IV (Terms and conditions of Contract).
12. **UNDERTAKING:** I/We _____ 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 regards to sale and disposal of obsolete/unserviceable office
equipment, furniture, fixture, scraps and other materials and shall be liable to any penalties that may
accrue due to non-adherence of Terms & Conditions of the Contract.

Date: _____

Signature _____
Seal of the company/Origination: _____

**INDIRA GANDHI NATIONAL OPEN UNIVERSITY
REGIONAL CENTRE GANGTOK**

Annexure-III

INSTRUCTION TO BIDDERS

[Invitation of quotations/bids for sale/auction/disposal of obsolete/unserviceable office equipment, furniture, fixture, scraps and other materials]

1. The quotation/tender bids should be accompanied by a Bid Security / Earnest Money Deposit (EMD) of Rs 5,000/- (Rupees Five Thousand only) drawn in favour of the “**Indira Gandhi National Open University**” through a Demand Draft payable at **Gangtok**.
2. Bid Security shall not be accepted by way of cheque, cash, money order or Bank Guarantee. The quotation without Demand Draft of Bid Security will be summarily rejected.
3. Bid Security (Earnest Money Deposit) will be forfeited if the bidder withdraws his/her bid after the date of opening of quotation or in the event of his/her failure to lift the obsolete/unserviceable office equipment, furniture, fixture, scraps and other materials within the prescribed time limit upon having selected highest bidder.
4. Quotations received late will not be considered.
5. Form of Organization, whether Partnership or Proprietary of Limited Company must be clearly mentioned in the quotation. If Partnership firm, the Names & Addresses of Partners and if Limited Co., the names and addresses of the Directors and Registration Number may be expressly stated.
6. No Sales Tax and/or other duties/ levies/ forms “C” or “D” for this sale are available with the University.
7. Rates quoted should be valid for at least six months from the date of award of the contract.
8. Rates are required to be quoted according to the units indicated i.e. rate per unit of item. 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.
9. 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.
10. IGNOU reserves the right to decrease or increase the quantity to be sold.
11. Each page of tender document should be signed by the bidder(s). 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.
12. **The bidders shall supply along with his/her quotation the name of his/her bankers as well as the latest income tax clearance certificate duly countersigned by the Income Tax Officer of the Circle concerned under the seal of his/her office, if required by the University.**
13. The authority of the person signing the quotation called for should be produced, wherever applicable.
14. The validity of the contract will be for a period of six months from the date of award of the contract, which can be extended with the approval of the Competent Authority, if mutually agreed upon between the University and the Contractor.
15. The firms which are registered with National Small Industries Corporation (NSIC) or Micro Small and Medium Enterprises are required to submit the tender application fee along with their tender document. The same rules are also applicable in the case of firms registered with Central Purchase Organization or the concerned Ministry or Department.
16. Canvassing in any form will disqualify the tender application for the present tender and may be in future too.

Signature_____

Seal of the Company/Origination:_____

Date:_____

**INDIRA GANDHI NATIONAL OPEN UNIVERSITY
REGIONAL CENTRE GANGTOK**

Annexure-IV

TERMS AND CONDITIONS OF THE CONTRACT

[Invitation of quotations/bids for sale/auction/disposal of obsolete/unserviceable office equipment, furniture, fixture, scraps and other materials]

1. DEFINITIONS:

- a. The term “IGNOU” means “Indira Gandhi National Open University” representative by the Registrar or his/her successors or assignees.
- b. The terms “Contractor” shall mean bidder, the person, firm, organization or Company with whom or with which the order for sale of obsolete/unserviceable office equipment, furniture, fixture, scraps and other materials are placed and shall be deemed to include the Contractor’s successors, representatives, heirs, executors and administrators unless excluded by 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 obsolete/unserviceable office equipment, furniture, fixture, scraps and other materials.

2. TENDER APPLICATION FEE: The cost of tender application fee of Rs 500/- (Rupees Five Hundred only) payable on submission of tender document is non-refundable.

3. QUOTATION PRICES: The Contractor offering firm but highest prices will be preferred. Where a price variation clause is insisted upon by a bidder, quotations with a reasonable ceiling should be submitted. Such offers should invariably be supported by the base rates taken into account at the time of tendering and also the formula for any such variations.

4. BID SECURITY / EARNEST MONEY DEPOSIT (EMD) : The quotation should be accompanied by a Bid Security / Earnest Money Deposit (EMD) of Rs 5,000/- (Rupees Five Thousand only) drawn in favour of the “Indira Gandhi National Open University” through a Demand Draft payable at **Gangtok**. In case of successful bidder, it shall be considered as an advance paid to IGNOU for purchase of obsolete/unserviceable office equipment, furniture, fixture, scraps and other materials. In case of those unsuccessful bidder, Bid Security received with application form shall be returned after opening and finalization of highest bidder. The Bid Security (Earnest Money Deposit) will be forfeited if the successful bidder withdraws his/her bid after the date of opening of quotation or in the event of his/her failure to lift the obsolete/unserviceable office equipment, furniture, fixture, scraps and other materials within the prescribed time limit upon having selected as highest bidder.

5. GUARANTEE: The Contractor shall furnish a guarantee on a non-judicial stamp paper of Rs. 100/- that the obsolete/unserviceable office equipment, furniture, fixture, scraps and other materials purchased by them shall not be sold in open market but shall be used only for recycling/re-processing.

6. UTILISATION CERTIFICATE: An appropriate Certificate from Recyclers/Re-processors/Destroyer (as applicable) stating that the obsolete/unserviceable office equipment, furniture, fixture, scraps and other materials purchased by the contractor from IGNOU has been converted into scarp or/and destroyed should be submitted within one month of the date of taking delivery of the obsolete/unserviceable office equipment, furniture, fixture, scraps and other materials from the seller, failing which it would be termed as breach of contract.

7. CLEARANCE: Should the contractor fail to purchase or/and lift the obsolete/unserviceable office equipment, furniture, fixture, scraps and other materials or any consignments thereof within the period prescribed for such purchase/lifting, the IGNOU shall be entitled at his/her option either:

- i. To recover from the contractor as agreed liquidated damages by way of penalty, a sum of 2% of the cost of total bid price which the Contractor has failed to purchase as aforesaid, during which the purchase of such obsolete/unserviceable office equipment, furniture, fixture, scraps and other materials 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 obsolete/unserviceable office equipment, furniture, fixture, scraps and other 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 obsolete/unserviceable office equipment, furniture, fixture, scraps and other 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.

8. In the event of action being taken under Sub-Clause (ii) & (iii) of Clause 7 above, the contractor shall be liable, in 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 contractor.

9. PERFORMANCE SECURITY (SECURITY DEPOSIT): On acceptance of the tender and in even to selection as highest bidder (H1), the contractor shall deposit the Performance Security within the specified period to IGNOU by Bank demand draft, if called upon by IGNOU. In case the Contractor fails to furnish the said security within the specified period such failure shall constitute as a breach of the contract and IGNOU shall be entitled to make either arrangements for the sale/auction/disposal of obsolete/unserviceable office equipment, furniture, fixture, scraps and other materials at the risk of the Contractor in terms of Sub Clause (ii) and (iii) of Clause 7 thereof and/ or to recover from the contractor damages arising from such cancellation.

10. EXTENSION OF TIME: As soon as it is apparent that contract date cannot be adhered to, an application shall be sent in writing by the Contractor to IGNOU. If failure on the part of the Contractor to lift the obsolete/unserviceable office equipment, furniture, fixture, scraps and other materials in proper time shall have arisen from any cause which IGNOU may consider to be justified by circumstances of the case without prejudice to the IGNOU's rights to recover liquidated damages under Clause 7 thereof.

11. PAYMENT: The Contractor shall have to deposit in advance an estimated amount as IGNOU may decide before lifting the lot of obsolete/unserviceable office equipment, furniture, fixture, scraps and other materials. The final payment as determined at rates approved by IGNOU shall be paid by the Contractor/bidder before taking the final delivery of the relevant category of obsolete/unserviceable office equipment, furniture, fixture, scraps and other materials.

12. RECOVERY OF SUMS DUE: Whenever 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 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 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.

13. INDEMNITY: The contractor shall warrant and be deemed to have warranted that all obsolete/unserviceable office equipment, furniture, fixture, scraps and other materials under this contract are free from any claim of infringement of any right and shall at all times indemnify the seller against all claims which may be made in respect of the obsolete/unserviceable office equipment, furniture, fixture, scraps and other materials for infringement of any right protected therein.

14. ARBITRATION: In the event of any question, dispute or difference arising under these conditions or any conditions contained in the Sale Order or in connection with this contract, (except as to any matters the decision of which is specially provided for by these conditions) the same shall be referred to the sole arbitration of the Registrar, IGNOU or to some other person nominated by him. There will be no objection that the arbitrator is an IGNOU servant that he had to deal with matter to which the contract relates or that in the

course of his/her duties as an IGNOU servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties of this contract.

15. In the term of this contract:

(a) If the arbitrator be the IGNOU Officer:- (i) in the event of his/her being transferred or vacating his/her office by resignation or otherwise, it shall be lawful for his/her successor in office either to proceed with the reference himself, or to appoint another person as arbitrator, or (ii) in the event of his/her being unwilling or unable to act for any reason, it shall be lawful for the Registrar, IGNOU to appoint another person as arbitrator; or

(b) If the arbitrator be a person appointed by the Registrar, IGNOU.

16. In the event of his/her dying, neglecting or refusing to act, or resigning or being unable to act, for any reason, it shall be lawful for the Registrar, IGNOU either to proceed with the reference himself/herself or to appoint another person as arbitrator in place of the outgoing arbitrator. Subject as aforesaid, in Arbitration and Conciliation Act, 1996 and the rule there under any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this Clause. The arbitrator shall have the power to extend with the consent IGNOU and the Contractor the time for making and publishing the award.

17. The avenue of Arbitration shall be the place as IGNOU in his/her absolute discretion may determine. Work under the Contract shall, if reasonably possible, continue during Arbitration Proceedings and both the parties shall bear the cost of Arbitration equally.

18. Language of Arbitration shall be English only.

19. COUNTER TERMS & CONDITIONS OF PURCHASERS: Whether counter terms and conditions/printed or otherwise have been offered by the purchaser, the same shall be deemed to have been accepted by the Seller unless specific written acceptance thereof obtained.

20. SIGNING OF QUOTATION: The quotation is liable to be ignored if complete information is given therein or if the particulars and data (if any) asked for in the schedule to the quotation are not filled in. Particular attention must be paid to the delivery dates and time in this respect is the essence of the contract and also to the general conditions of contract as the contract would be governed by those terms and conditions.

21. Individual signing the quotation or other documents connected with a contract must specify whether s/he signs as:

(a) A "sole proprietor" of the concern or constituted attorney of such sole proprietor:

(b) Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.

(c) 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.

(d) In case of (c), 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.

(e) 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 firms.

22. A person signing the quotation from or any documents forming part of the contract on behalf of another shall be deemed to be a warranty that s/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 Bidder or the Authorized Signatory

Date:

.....
Seal of the company with address

Financial Bid: Application Form

[Invitation of quotations/bids for sale/auction/disposal of obsolete/unserviceable office equipment, furniture, fixture, scraps and other materials]
(To be filled by the Bidders)

1. Name of the Company/Organization/Firm : _____
2. Whether the Company/organization is sole Proprietorship/Partnership/Pvt Ltd/ other : _____
3. Address : _____
- Telephone No. _____
- Email ID _____
4. Name of the Authorized Signatory : _____
5. Registration No. : _____
6. Permanent Account Number : _____
7. GST/VAT Registration No. : _____
8. Registration Certificate No. issued by Central/State Pollution Control Board : _____
9. I/we have inspected the obsolete items and interested to purchase the same on "AS IS WHERE IS BASIS" and undertake to abide by the instructions, terms and conditions contained in the Annexure-III (Instruction to Bidders) and Annexure-IV (Terms & conditions of Contract).
10. I/we do hereby submit price quotations for a total value of Rs _____/- (Rupees in words _____ only).
The item-wise rate, quantity and price quoted against each items are furnished in Annexure-I attached as an integral part of in support of the total price quotation.
11. If selected as Highest Bidder (H-1), I/we shall remit the payment by way of demand draft drawn in favour of IGNOU payable at New Delhi within the period as decided by IGNOU but not later than one week from day of my/our selection.
12. **UNDERTAKING:** I/We _____ 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 regards to sale and disposal of obsolete/unserviceable office equipment, furniture, fixture, scraps and other materials and shall be liable to any penalties that may accrue due to non-adherence of Terms & Conditions of the Contract.

Date: _____

Signature _____
Seal of the company/Origination: _____