BID DOCUMENT

NOTICE INVITING E-TENDER

Tender Reference No: IG/MPDD/WM/1/2022
Dated: 19.11.2022

IF THERE IS DIFFERENCE IN ANY INFORMATION/DATA MENTIONED IN THE TENDER DOCUMENT AND UPLOADED IN CPP PORTAL, THE INFORMATION/DATA UPLOADED IN CPP PORTAL SHOULD BE TREATED AS FINAL.

Online bids (Technical & Financial) from eligible bidders which are valid for a minimum period of 90 days from the date of Technical Bid opening are invited for and on behalf of the Vice-Chancellor, IGNOU for **"Tender for Sale of Obsolete Print Material".**

Name of Work	**Tender for Sale of Obsolete Print Material**
Estimated Cost	Rs. 32,31,800/-
Earnest Money Deposit to be submitted	Rs. 1,61,590/-
Date of Publishing	19.11.2022 (10:30 AM)
Clarification Start Date and Time	19.11.2022 (10:30 AM)
Clarification End Date and Time	24.11.2022 (11:00 AM)
Queries (if any)	No queries will be entertained after clarification end date and time
Bid Submission Start Date	24.11.2022 (02:30 PM)
Last Date and time of uploading of Bids	15.12.2022 (11:00 AM)
Last Date and time of submitting EMD, Undertaking as per Anx. IV (Pt.3) and Affidavit as per Anx. V at IGNOU	15.12.2022 (01:00 PM)
Date and time of opening of Technical Bids	16.12.2022 (03:00 PM)
Date and time of opening of Financial Bids	Will be separately notified for Technically qualified/shortlisted bidders
NOTE: IF THERE IS DIFFERENCE IN DATE AND TIME MENTIONED ABOVE AND MENTIONED ANY WHERE IN TENDER DOCUMENT, THE ABOVE DATES SHOULD BE TREATED AS FINAL	

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 EMD/documents as mentioned in this tender.

Bidders should regularly visit the website to keep themselves updated.

GENERAL INSTRUCTION FOR ONLINE BID SUBMISSION

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

REGISTRATION

(i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the "Online Bidder Enrollment" option available on the home page. **Enrolment on the CPP Portal is free of charge.**

(ii) During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through email-id provided.

(iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

(iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.

(v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.

(vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.

(vii) Bidders can then log into the site through the secured login by entering their User ID/Password and the password of the DSC/ eToken.

SEARCHING FOR TENDER DOCUMENTS

(i) 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.

(ii) 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.

(iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

(i) For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum, if any, published before submitting their bids.

After selecting the tender document same shall be moved to the 'My favourite' folder of bidders account from where bidder can view all the details of the tender document.

(ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

(iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.

(iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**

(v) Bidders can update well in advance, the documents such as Experience Certificates, Annual Audit Report/ITR for last Financial Year, PAN, EPF & other details etc., under "My Space/ Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

SUBMISSION OF BIDS

(i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

(ii) Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The details of the DD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

(iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accept the same in order to proceed further to submit their bid.

(iv) Bidders shall select the payment option as offline to pay the EMD and enter details of the DD.

(v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.

(vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

(vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.

(viii) **If price quotes are required in XLS format, utmost care shall be taken for**

uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.

Bidders shall download the Schedule of Quantities & Prices i.e. Schedule-A, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only.

If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected and further dealt as per provision of clause no 23.0 of ITB including forfeiture of EMD.

The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.

(ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour**.

(x) After the bid submission **(i.e. after Clicking "Freeze Bid Submission" i**n the portal), the bidders shall **take print out of system generated acknowledgement** number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.

(xi) Bidders should follow the server time being displayed on bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

(xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

ASSISTANCE TO BIDDERS

(i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. The contact number for the helpdesk is 011-29572020, 29572004 between 10:30 hrs to 17:00 hrs.

(ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24x7 Help Desk Numbers 0120-4001062, 4001002, 4001005 and 6277787. The helpdesk e-Mail IDs are support-eproc@nic.in and cppp-doe@nic.in.

(iii) If any query is not resolved by the CPP Portal Helpdesk, you may contact the Nodal Officer (Procurement), IGNOU at +91-9868258158.

SPECIFIC INSTRUCTIONS TO THE BIDDERS

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 **must 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 Financial Bid. Technical Bid & EMD should be uploaded online in Cover-1 and Financial Bid in ".xls" should be uploaded online in Cover-2.

2. **Submission of the Bids:** 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 uploaded online in Cover-1.

   b. Financial Bid should be uploaded online in Cover-2

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

3. **Technical Bid:** Signed and Scanned copy of the Technical bid documents as under must be submitted online on CPP Portal: http://eprocure.gov.in/eprocure/app .

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

   (i) EMD
   (ii) PAN/TIN
   (iii) Sales Tax/GST Registration Number
   (iv) Duly signed Terms & Conditions of Annexure-IV
   (v) Income Tax Return for the last Financial Year/Annual Audit Report
   (vi) Undertaking as per Annexure-IV, Point No. 3
   (vii) Affidavit as per Annexure-V
   (viii) 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

4. **Financial Bid**

   a. The currency of all quoted rates shall be Indian Rupees. All payment shall be made in Indian Rupees.

   b. In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the specified ".xls" format i.e. BOQ_XXXX.xls in Excel sheet attached as '.xls' with the tender and based on the scope of work, service conditions and other terms of the Tender document. It should include all costs associated with the Terms of Reference/Scope of Work of the assignment.

   c. The Financial bid should be according to the format available at CPP Portal for this tender. 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 @ 5% of Rs.1,61,590/- towards Earnest Money Deposit (EMD) in the form of Demand Draft/Banker's Cheque, drawn on a scheduled commercial bank and payable to "IGNOU" at New Delhi.

   b. Any Bid not accompanied by an acceptable Bid Security shall be summarily declared non-responsive and the envelope containing financial Bid of such Bidder shall not be opened.

   c. The Bid Security of unsuccessful Bidders shall be returned without interest after finalization of the tender and that of the Successful Bidder shall be returned/adjusted, without any interest, after the completion of contractual Obligations.

7. **Bid Validity**

   a. All the Bids must be valid for a period of 90 days from the date of Technical Bid opening. However, the quoted rates should be valid for the initial/ extended period of the Contract from the effective date of the Contract. No request will be considered for price revision during the original Contract period.

   b. A bid valid for a shorter period shall be declared as non-responsive.

   c. In exceptional circumstances, prior to expiry of the original time limit, the IGNOU may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 90 days. The request and the bidders' responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their Bid Security.

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 if:-

   a. Non-submission of original Demand Draft/Banker's Cheque towards EMD, Undertaking at Annexure-(iv) and Affidavit as per Annexure-(v) separately before opening of bid.

   b. The bidder does not upload all the documents as stipulated in the bid document.

10. **SUBMISSION OF BIDS**

   a. (i) The bidder shall seal the original Demand Draft/Banker's Cheque towards EMD in an envelope.

      (ii) The original Undertaking as per Annexure-IV (S.No. 3) and Affidavit as per Annexure-V shall be sent in a separate envelope.

   b. Bidder shall mark its name and tender reference number on the back of the Demand Draft/Banker's Cheque before sealing the same. The address of

IGNOU, name and address of the bidder and the Tender Reference Number shall be marked on both the envelopes. The envelopes shall also be marked with a Sentence "NOT TO BE OPENED BEFORE THE DATE AND TIME OF BID OPENING". If the envelopes are not marked as specified above, IGNOU will not assume any responsibility for its misplacement, pre-mature opening etc.

NOTE: Physically original EMD also as per S.No. (i & ii) of Clause 10(a) and other sought documents must be submitted on or before last date and time on the given address i.e. Registrar, MPDD, C/o Room No. 3A, IGNOU, Maidan Garhi, New Delhi-110068 and Scanned copy of the same must be uploaded online in Cover 1.

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. Bidder can upload documents in the form of JPG format and PDF format.
14. 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.
15. The University reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified bidders to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

ANNEXURE-I

INSTRUCTION TO BIDDERS

1. The bidders shall have to furnish bid security along with their bids. The quotation should be accompanied by a Bid Security (Earnest Money Deposit) by way of Account Payee Demand Draft/Banker's Cheque in favour of the "Indira Gandhi National Open University" payable at New Delhi for an amount of Rs.1,61,590/-.
2. Bid Security shall not be accepted by way of cheque, cash money order or Bank Guarantee. The quotation without Demand Draft/Banker's Cheque of Bid Security, even if any amount deposited earlier for the same purpose, will summarily be rejected. The Bid Security of unsuccessful Bidders shall be returned without interest after finalization of the tender and that of the Successful Bidder shall be converted into Performance Security and returned/adjusted, without any interest, after the expiry of the contract period.
3. 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.
4. 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.
5. Form of organization, 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.
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 till the completion of contract.
8. The Financial Bid should be downloaded from CPP Portal and uploaded after filling all required information as per instructions in the tender document.
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. The quantity of Obsolete Print Material for disposal is 220 MT approximate. However the quantity may increase or decrease 50 MT and accordingly the amount may also change.
11. Where there is difference between amounts quoted in words and figures, amount quoted in words shall prevail.
12. The authority of the person signing the quotation called for should be produced.

ANNEXURE -II

Technical Bid for Sale of Obsolete Print Material
Indira Gandhi National Open University
(To be uploaded by the Bidders)

1. EMD : ………………………………………………….
2. PAN/TIN No. (if any) : ………………………………………………….
3. Sales Tax/GST No. (if any) : ………………………………………………….
4. Duly signed Terms & Conditions of Annexure-IV : ………………………………………………….
5. Affidavit as per Annexure-V : ………………………………………………….
6. ITR for last Financial Year/ Annual Audit Report : ………………………………………………….
7. Undertaking as per Annexure-IV(3) : ………………………………………………….
8. Name of the Company/Organisation : ………………………………………………….
9. Address : ………………………………………………….
10. Whether the Company/Organisation is Proprietorship/Partnership/Pvt. Ltd./Others : ………………………………………………….
11. Name of the Authorised Signatory : ………………………………………………….

I/We, sole Proprietor/Director/partner/authorized signatory 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 of Obsolete Print 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: …………………

ANNEXURE -III

Financial Bid (for reference)

S. No.	Description of items	Rates per kg (Rs.)
		Rate (inclusive all in figure)
1.	Obsolete Print Material	

The Financial Bid should be downloaded from CPP Portal and uploaded after filling all required information as per instructions in the tender document.

ANNEXURE-IV

TERMS AND CONDITIONS OF THE CONTRACT

1. DEFINITIONS:

a. The term IGNOU means Indira Gandhi National Open University.

b. The term 'Contractor' shall mean, the person, firm or Company with whom or with which the order for sale of Obsolete Print 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 Obsolete Print Material of IGNOU stating that the 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

The responsibility of the Contractor will be as follows:

a) The Contractor will be responsible to purchase the Obsolete Print material by paying the estimated amount as IGNOU may decide, within 20 days of the issue of award letter. If the Contractor fails to purchase the Obsolete Print Material within the stipulated time period, IGNOU shall be entitled to cancel the contract at the risk and cost of the Contractor and forfeit the Bid security deposited by them. IGNOU will also be entitled to blacklist the Contractor.

b) If the Contractor deposits the initial estimated amount for purchase of the material within the stipulated time but fail to lift the material in the time prescribed under the award letter for commencement of lifting of material, IGNOU shall be entitled to:

   i. To impose a penalty @ 2% of the estimated cost of material of that particular lot.

   ii. And/or to cancel the contract.

   iii. And/or to forfeit the Bid Security deposited by the Contractor.

   iv. And/or to sell elsewhere, without notice to the contractor at the risk and cost of the Contractor.

v. IGNOU may also, at its discretion blacklist the Contractor.

c) If the Contractor deposit the estimated cost for purchase of the material and commences the lifting but do not adhere to the time schedule prescribed under the award letter, the contractor will be liable:

i. To pay a penalty of 2% extra of the value of the material lifted for the delayed lifting for a week or part thereof:

ii. Further, if the Contractor lifts partial material in time, and lifts the remaining material after the scheduled time, the above penalty will be applicable for the value of the remaining materials. In that case also, IGNOU will reserve its right to sell elsewhere after expiry of the contract without notice at the contractor's risk and cost.

d) The Contractor will arrange for the truck/tempo/vehicle for carrying the material after lifting which will be got weighted before loading and again after loading the materials so as to arrive at the weight of the material. The Contractor will lift the materials in the university premises at Maidan Garhi Campus, New Delhi 110068.

e) The period of deposit of amount and lifting of material will start from the date of issue of award letter. The deposit of amount and lifting of material as per schedule of award letter.

f) Packing of the material with own packing materials, lifting of the material, transportations of the material etc. shall be at the cost of the Contractor.

In the event of action being taken under Sub-clause (a) to (c) of 5 above, the bidder shall be liable for the losses for which IGNOU may sustain on that account. Further, the bidder shall not be entitled to any gain on such sale made against default. The manner and method of such sale thereafter shall be at the discretion of IGNOU, whose decision shall be final and binding on the contractor. It shall not be necessary for IGNOU to serve a notice of such sale on the defaulting contractor. This right shall be without prejudice, to the right of IGNOU to recover damages for breach of contract by the contractor.

6. APPLICATION FOR EXTENSION OF TIME

The Obsolete Print Material purchased by the contractor should be lifted as per schedule of award letter. However, under special circumstances, an extension of time may be granted to the contractor for lifting the Obsolete Print Material, subject to approval of Competent Authority of IGNOU. The contractor will be required to make an application with proper reasons to the Hon'ble Vice-Chancellor IGNOU requesting extension of time within the period of validity of the contract, which may or may not be considered by the University. The decision to extend the time limit shall be at the sole discretion of the University and the same shall be binding on the contractor.

7. PAYMENT

The Contractor shall have to deposit in advance an estimated amount as IGNOU may decide before lifting the Lot of Obsolete Print Material. The final payment as per actual weight shall be 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 Obsolete Print 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 Bid security 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 form the terms and conditions of the contract, the Bid Security (EMD) will be forfeited.

9. INDEMNITY

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

10. DISPUTE SETTLEMENT

In the event that any question, dispute or difference, arising out of the terms and conditions of the tender and related matter, cannot be settled by mutual discussion within 60 days, the Courts of Delhi/New Delhi only will have the jurisdiction to adjudicate upon the matter.

11. SIGNING OF QUOTATION

(a) The quotation is liable to be rejected if complete information is not given therein or if the particulars and data (if any) asked for in the schedule to the quotation are not filled in.

(b) Time is the essence of the contract and failure to lift the Obsolete Print Material within the stipulate period tantamount 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 an 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 holding the signatory liable for all costs, consequences and damages arising therefrom.

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 bidder shall submit an Affidavit as per the format provided under Annexure–V on a non-judicial stamp paper of Rs. 100/-. The said Affidavit should be duly notarized by a Notary Public and submitted along with the bids.

13. VALIDITY OF THE CONTRACT

The contract will be valid for a period of four months from the date of issue of Award Letter which may be renewed further on mutually agreed terms.

14. EXECUTION OF AGREEMENT

The Contractor on award of the contract shall execute an Agreement with the University within 15 days on a non-judicial stamp paper of Rs. 100/- incorporating all the Terms and Conditions as per Annexure-IV of the Tender.

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

....
Seal of the Company with address

ANNEXURE-V

AFFIDAVIT

(To be submitted on a non-judicial stamp paper of Rs. 100/- duly certified by a Notary Public)

I ……………………… S/o ………………….aged …… years, resident of do hereby solemnly affirm and declare as under:-

1. That I am the Proprietor / authorized signatory of M/s. ………………………… having Head Office/Registered Office at ……………………
2. That the information / documents / Experience Certificates submitted by M/s…………………………………………… along with this tender for "Sale of Obsolete Print Material" in IGNOU are genuine and true and nothing has been concealed.
3. I shall have no objection in case IGNOU verifies them from issuing authority(ies). I shall also have no objection in providing the original copy of the document(s), in case IGNOU demands it for verification.
4. I hereby confirm that in case, any document, information &/or certificate submitted by me is found to be incorrect/false/fabricated, IGNOU at its discretion may disqualify / reject my application for this tender out rightly and also debar me / M/s…………………………… from participating in any future tenders.
5. I hereby confirm that there is no Vigilance / CBI / Criminal Case pending against the firm / supplier and the firm has not been black-listed in the past in any institution of the country.
6. I hereby confirm that I have visited the location/site and the inspected goods proposed to be sold/disposed off.

DEPONENT

I, ………………………………………………… , the proprietor / authorized signatory of M/s…………………………………… do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed therefrom and that no part of it is false.

Verified at ……………………… this ……………………. Day of ……………………………

DEPONENT

(Signature & Seal of Notary)