

**INDIRA GANDHI NATIONAL OPEN UNIVERSITY  
REGIONAL CENTRE PATNA  
2<sup>ND</sup> FLOOR, BISCOMAUN TOWER  
PATNA- 800 001 (BIHAR)**

**Tender Notice No.IG/RCP/Tender/02/2017**

**Invites sealed tender for sale of Obsolete Study Materials**

On behalf of Indira Gandhi National Open University the undersigned invites limited tender for sale of obsolete study materials lying in the warehouse of IGNOU Regional Centre, Patna.

The tender documents containing the terms and conditions can be can also be downloaded from the this Regional Centre website [www.ignoupatna.ac.in](http://www.ignoupatna.ac.in) and submitted along with the requisite tender fee of Rs.500/- in shape of demand draft drawn in favour of IGNOU payable at Patna. The tender documents duly filled in and completed in all respects, should be submitted to the Regional Director, IGNOU Regional Centre, 2<sup>nd</sup> Floor, BISCOMAUN Tower, Patna-800001 by **21.11.2017** upto **02.00 PM**. which shall be opened in the presence of the bidder/s or his authorized representative **on the same day at 03:00 PM**. Late submission of the tender documents shall be summarily rejected.

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

**Regional Director**

**INDIRA GANDHI NATIONAL OPEN UNIVERSITY  
REGIONAL CENTRE PATNA  
2<sup>ND</sup> FLOOR, BISCOMAUN TOWER  
PATNA- 800 001 (BIHAR)**

**TENDER FORM  
FOR SALE OF  
OBSOLETE STUDY MATERIALS**

Last date for submission of Quotation: **21.11.2017 upto 02:00 P.M.**

Date & Time of Opening of Quotation: **21.11.2017 at 03.00 P.M.**

Venue : **IGNOU REGIONAL CENTRE PATNA  
2<sup>ND</sup> FLOOR, BISCOMAUN TOWER  
PATNA- 800 001 (BIHAR)**

Cost of the Tender Form : **Rs. 500/-**

**Quotation Form for sale of Obsolete Study Materials  
Indira Gandhi National Open University  
Regional Centre Patna**

(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 Authorized Signatory : .....
5. Registration No. : .....
6. I.T.C or PSN (Enclose a copy) : .....

**Quotation**

S.N.	Item	Rates per quintal (In figures & words)	
1.	Obsolete Study Materials	Rs.....	Rupees.....
2.	Old Prospectus	Rs. ....	Rupees .....

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

S. N.	Description of Items	Bid Security (Rs.)	Demand Draft No./ dated	Name of Bank
1.	Obsolete Study Materials	Rs. 50,000/-	.....	.....
2.	Old Prospectus	Rs. 5,000/-	.....	.....

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

Signature.....  
Seal of the Company.....

**UNDERTAKING**

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 regards to sale and disposal of 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 .....**

**INSTRUCTION TO BIDDERS**

1. The quotation should be accompanied by a Bid Security (Earnest Money Deposit) in favour of the “**Indira Gandhi National Open University**” through a Demand Draft payable at **Patna** as per the amount mentioned below:

2.

Sl. No.	Description of Items	Bid Security (Rs.)
1	Obsolete Study Materials	Rs. 50,000/-
2.	Old Prospectus	Rs.5,000/-

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

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 be summarily rejected.
4. The successful bidders will be required to furnish a Performance Security (security deposit) as per Clause 3 of the Terms & conditions of contract in the form of bank draft drawn in favour of IGNOU payable at Patna.
5. Bid Security (Earnest Money Deposit) will be forfeited if the bidder withdraws his bid after the date of opening of quotation or in the event of his failure to furnish Performance Security for the required amount within the prescribed time limit.
6. Quotations received late will not be considered.
7. Form of Organization, whether Partnership or Proprietary or 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.
8. No Sales Tax and/or other duties/ levies/ forms ‘C’ or ‘D’ for this sale are available with the University.
9. Rates quoted should be valid for at least one year from the date of award of the contract.
10. 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.

11. 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.
12. IGNOU reserves the right to decrease or increase the quantity to be sold.
13. 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.
- 14. The bidders shall supply along with his quotation the name of his 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 office, if required by the University.**
15. The authority of the person signing the quotation called for should be produced.
16. 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 with the approval of the Competent Authority, if mutually agreed upon between the University and the Contractor.
17. The firms which are registered with National Small Industries Corporation (NSIC) are required to submit the tender cost 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.
18. Canvassing in any form will disqualify the tenderer for the present tender of may be in future too.

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**TERMS AND CONDITIONS OF THE CONTRACT**

**1) DEFINITIONS:**

- a) The term IGNOU means Indira Gandhi National Open University representative by the Registrar or his successors or assignees.
- b) The terms ‘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 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**

Bidders offering firm 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.

**3) PERFORMANCE SECURITY (SECURITY DEPOSIT)**

On acceptance of the tender, the contractor shall deposit the Performance Security within the specified period to IGNOU by Bank demand draft. The performance security will be as under:-

Sl. No.	Description of Items	Performance Security (Rs.)
1	Obsolete Study Materials	Rs. 50,000/-
2.	Old Prospectus	Rs.5,000/-

If the contractor is called upon by IGNOU to deposit ‘Performance Security’ and 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 of Waste Paper for and at the risk of Contractor in terms of Sub Clause (ii) and (iii) of Clause 6 there of and/or to recover from the contractor damages arising from such cancellation.

#### **4) GUARANTEE & REPLACEMENT**

The Contractor shall furnish a guarantee on a non-judicial stamp paper of Rs. 100/-that the material purchased by them shall not be sold in open market but shall be used only for recycling at the Paper Mill.

- 5) 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.

#### **6) CLEARANCE**

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

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

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

In the event of action being taken under Sub-Clause (ii) & (iii) of Clause 6 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 contractor.

#### **7) 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 study 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 6 there of.

#### **8) PAYMENT**

The Contractor shall have to deposit in advance an estimated amount as IGNOU may decide before lifting the Lot of obsolete study materials. The final payment as per weight determined at Dharma Kanta and at rates approved by IGNOU shall be paid to IGNOU by the Contractor before taking the final delivery of the relevant lot of obsolete study materials.

#### **9) 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.

#### **10) INDEMNITY**

The contractor shall warrant and be deemed to have warranted that all Waste Paper 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 Waste Paper for infringement of any right protected by Paper.

#### **11) 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 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.

In the term of this contract:

- (a) If the arbitrator be the IGNOU Officer:-

- (i) in the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for his successor in office either to proceed with the reference himself, or to appoint another person as arbitrator, or
  - (ii) in the event of his being unwilling or unable to act for any reason, it shall be lawful for the Registrar, Indira Gandhi National Open University to appoint another person as arbitrator; or
- (b) If the arbitrator be a person appointed by the Registrar, Indira Gandhi National Open University.

In the event of his dying, neglecting or refusing to act, or resigning or being unable to act, for any reason, it shall be lawful for the Registrar, Indira Gandhi National Open University either to proceed with the reference himself 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. The venue of Arbitration shall be the place as IGNOU in his 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. Language of Arbitration shall be English only.

## **12) COUNTER TERMS & CONDITIONS OF PURCHASERS**

Whether counter terms and conditions / printed cyclostyled conditions have been offered by the purchaser, the same shall be deemed to have been accepted by the Seller unless specific written acceptance thereof obtained.

## **13) SIGNING OF QUOTATION**

The quotation 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 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.

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

1. A 'sole proprietor' of the concern or constituted attorney of such sole proprietor:
2. 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.
3. Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.

4. 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.
5. 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.
6. 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 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**