



**INDIRA GANDHI NATIONAL  
OPEN UNIVERSITY**  
Regional Centre  
Trivandrum

**TENDER DOCUMENT**

*for*

**Supply of Office furniture items**

Last Date & Time for submission of Tender : **10/09/2014 upto 02.00 p.m.**

Date & Time for Opening of Tender : **10/09/2014 at 02.30 p.m.**

Regional Director

**ANNEXURE-I 'A'**

**INDIRA GANDHI NATIONAL OPEN UNIVERSITY**

**(Tender for supply of Office Furniture Items to IGNOU Regional Centre, Thiruvananthapuram)**

**SCHEDULE OF REQUIREMENTS :**

Sl. No.	Items of Furniture	Approximate Qty	
		Trivandrum	Kollam
1.	<b>Steel File Cabinet</b> 4 Drawers	05	
2.	<b>Book-case</b> 4 Shelves <i>(04 shelves with sliding doors)</i>	01	
3.	<b>Office Steel Almirah</b> 4 Shelves ( Big size )	11	01
4.	<b>Office Steel Almirah</b> 2 Shelves ( Small size )	02	01
5.	<b>Office Chair</b> ( without arms )  380 mm (W) x 420 mm (D) 390 mm (H)	05	20
6.	<b>Office Chair ( with arms )</b>	10	05
7.	<b>Office Table</b> (Office Staff)  900mm (L) x 590 mm (W) x 750mm (H)	03	01
8.	<b>Tabular Office Table</b> ( Jr.Executive )  1360mm (L) x 680mm (W) x 750mm (H)	02	01
9.	<b>Reading Table</b> 1800 mm(L) 900 mm (W) 750mm (H)	01	

**Detailed specifications in ANNEXURE – I 'B'**

**INDIRA GANDHI NATIONAL OPEN UNIVERSITY**

**(Tender for supply of Office Furniture Items to IGNOU Regional Centre, Thiruvananthapuram)**

**SPECIFICATIONS**

**( In all specifications + - 5% deviation is permissible**

**3. STEEL FILE CABINET**

<b>Body</b>	<b>: 0.8 mm Thickness</b>
<b>Handle</b>	<b>: Fine Quality Plastic</b>
<b>Lock Mechanism</b>	<b>: 1.6mm</b>
<b>Channels</b>	<b>: Telescopic Slides</b>
<b>Sizes:</b>	<b>: 1380 mm (H) x 470 mm (W) x 700 mm (D) ( 04 Drawers )</b>
<b>Lock</b>	<b>: 06 lever with 02 Keys.</b>

- i. It should have precision ball slides for smooth movement to meet IS performance standards and are tested to 50,000 cycles with 40 kg. load.
- ii. The design should have anti-tipping mechanism allows one drawer to be opened at a time preventing the toppling over the cabinet.
- iii. It should have anti-rebound mechanism that prevent drawer from coming out again after it is pushed in.

**2. STEEL BOOKCASE (WITH STANDARD COLOURS)**

<b>Door + Body</b>	<b>: 0.8 mm Thickness, Sliding shutter with Transparent Glass</b>
<b>Shelves</b>	<b>: 0.8 mm Thickness and 04 shelves</b>
<b>Size</b>	<b>: 1670 mm (H) x 840 mm (W) x 320 mm (D) - (4 Shelves)</b>
<b>Lock</b>	<b>: 06 Lever with 02 keys.</b>

- i. Top, bottom, LH & RH sides and back material of steel sheet.
- ii. Removable Glass Door with 3 mm Glass with equalizing mechanism for easy operation.
- iii. Shelves with stiffener to take more load of heavy books.
- iv. 330mm Clear space for more storage.

**3. OFFICE STEEL ALMIRAH (BIG)**

<b>Door + Body</b>	<b>: 0.8 mm Thickness</b>
<b>Shelves</b>	<b>: 0.8 mm Thickness and 04 shelves (05 compartments)</b>
<b>Sizes</b>	<b>: 1980 mm (H) x 910 mm (W) x 480 D</b>
<b>Lock</b>	<b>: 06 Lever with 02 keys</b>

**OFFICE STEEL ALMIRAH (SMALL)**

<b>Door</b>	<b>: 0.8 mm Thickness</b>
<b>Body &amp; Shelves</b>	<b>: 0.8 mm Thickness and 2 shelves (3 compartments)</b>
<b>Sizes</b>	<b>: 1250 mm (H) x 750 mm (W) x 420 (D)</b>
<b>Lock</b>	<b>: 06 Lever with 02 keys</b>

**TEST PERFORMANCE:**

- i. Deflection of shelves. Passes 80 Kg. Load test as per Storage Equipment and Manufacturers Association 1986 (SEMA).
- ii. Durability of pivoted door : Passes 80,000 cycles of opening and closing.
- iii. Strength of pivoted door.
- iv. Slamming of pivoted door

**4. OFFICE CHAIR (Combining wood and tubular steel without arms)**

**380 mm (W) x 420 mm (D) 390 mm (H)**

**5. OFFICE CHAIR (Combining wood and tubular steel with arms )**

**450 mm (W) x 410 mm (D) x 390 mm (H)**

**General Specifications**

**Seat/Back Assembly** :The seat and back made from seasoned wood, knitted with cane and finished with synthetic paint (black)

**Cane for Seat/Back:** Cane produced from blends of High and Low Density Polyethylene. Cane high tensile strength at break = 1400 Kg/cm<sup>2</sup> (min.) & Elongation at break = 54% maximum

**Armrest Tube** : The armrest tube made of O 2.54 ± 0.03 cm x 0.2 ± 0.016 cm thickness M.S.E.R.W. tube, powder coated (DFT 40-60 microns) and welded to the understructure assembly.

**Armrest** : The armrest is gas-assisted injection moulded from black Polypropylene.

**Understructure Assembly (without arms)** The understructure assembly made of cantilever type frame made of O 2.54 ± 0.03 cm x 0.2 ± 0.016 cm thickness M.S.E.R.W tube and powder coated (DFT 40-60 microns)

**Understructure Assembly (with arms)**The assembly frame made of O 2.54 ± 0.03 cm x 0.2 ± 0.016 cm thickness. M.S.E.R.W tube and a welded rear leg tube made of O 2.54 ± 0.03 cm x 0.2 ± 0.016 cm thickness M.S.E.R.W tube to the form complete assembly that is powder coated (DFT 40-60 microns)

## **6. OFFICE TABLE**

### **Sizes:**

- i) 900mm (L) x 590mm(W) x 750mm(H) with 3 drawers on right hand side.
- ii) 1360mm(L) x 680mm(W) x 750mm(H) With 3 drawers on right hand side and cupboard with one horizontal partition on the left hand side.

Manufacturing as per design and placing in position table of sizes mentioned above top should made of 18 mm thick superior quality pre-laminated particle board of Grade II Type II conforming to IS:12823 of approved quality and shade.. The edges of the table should be banded with PVC strip 2 mm thick using hot melt glue under heat and pressure. The table top should be supported by 1 mm thick M.S. 'C' frame stiffener of size 24.2 mm (W) x 38 mm (H).

The table should have 4 legs made of Electric Resistant Welded prime quality CRCA steel square tubular frame of 25.4mm size and of 1.2mm thickness. The base of legs of the tables should be covered with plastic caps. The drawer units should be made of 0.8 mm thick CRCA sheet and drawer trays shall be made of 0.6mm thick CRCA sheet. The drawers should glide on frictionless slides of 1.2mm thick CRCA sheet and should have a multi purpose steel lock with handles built in place. The drawer units to have a mechanism to ensure only one drawer opens at a time. Both the drawers should be fitted to 'C' frame by machine screws. Joints should be interlocked and welded to render a flawless appearance. All steel parts should be pretreated for seven stage anti-corrosion treatment followed by powder coating of thickness 50–55 microns.

## **7. READING TABLE**

**Size:** 1800 mm (L) x 900 mm (W) x 750 mm (H)

The tops should clad with Membrane foil of 0.4mm thick. In approved colour clad on the substrate of MDF using PU Glue for better adhesion. The foil should be pre-coated with a layer of polyurethane for better scratch resistance.

The legs of the table should be 36.6mm thick. (18mm plain particle board + 18mm plain particle board skirting + Post formed DL of 0.6mm thick.). The modesty panel of the table should be 600mm high made of 18mm thick. Pre-laminated twin particle board conforming to IS-3087.

The top, legs and modesty panel should be joined to each other by using eccentric wheel system. Glide screws should be put at bottom of legs for level adjustment of +-7mm brackets fitted to each module to give sturdiness to the top.

### **N.B.**

- 1) **Under standard colours for chair, Blue, Maroon, Brown, Safari Brown, Pink Maroon, L.D.Gray Fabric will be considered.**
- 2) **Under standard colours for Almirah, File Cabinet, Book-Shelf should be in Prince Gray, Special Brown and Granite Grey.**
- 3) **+ - 5% deviation is permissible in the specification**

**ANNEXURE - I 'C'**

**INDIRA GANDHI NATIONAL OPEN UNIVERSITY**  
(Tender for supply of Office Furniture Items to IGNOU Regional Centre,  
Thiruvananthapuram)

Details of Earnest Money Deposit Rs. 25000/- (Please attach the DD with this form)		DD No. :	Dated
		Bank:	
1	Name of the firm		
2	Address		
3	Whether Regd. /Pvt. Ltd. / Other		
4	Name of Proprietor / Partner / Managing Director		
5	Name of the authorised signatory		
6	Designation		
7	Telephone No.		
8	Email Id.		
9	Annual turn over of the Company		
10	PAN No.		
11	VAT / TIN No.		
12	Excise Regn. No.		
13	Details of current / previous contracts (Enclose copies of contracts) for supply of furniture items to Govt. / Public Sector Undertaking		
i	(a) Name of Organisation		
	(b) Contact person name		
	(c) Telephone No.		
ii	(a) Name of Organisation		
	(b) Contact person name		
	(c) Telephone No.		
14	Delivery		
15	Any other information		

I confirm that I have read the tender document and understood that in case of any of the statements furnished by the undersigned is found false OR in any of / all the terms and conditions of the tender are not complied with, the tender is liable for cancellation and the earnest money deposited shall be forfeited by IGNOU. I agree that the decision of IGNOU in this regard would be final and binding on the tenderer.

Dated:

(Signatruue)  
Name :  
Address :

**ANNEXURE- II**

**INDIRA GANDHI NATIONAL OPEN UNIVERSITY  
(Tender for supply of Office Furniture Items to IGNOU Regional Centre, Thiruvananthapuram)**

**FINANCIAL BID**

Sl. No.	Name Of The Item	Specification	Brand	Price per Unit (Rs.)				
				Basic Price	Duty	Tax	Total (Figures)	Total (In words)
01	Steel File Cabinet ( 04 drawers )	1380mm(H) x 470mm(W) x 700mm(D)						
02	Steel Bookcase ( 04 shelves )	1670mm(H) x 840mm(W) x 320mm(D)						
03	Office Steel Almirah ( Big size 4 shelves )	1980mm(H) x 910 mm(W) x 480mm(D)						
04	Office Steel Almirah (Small size 2 shelves)	1250mm(H) x 750mm(W) x 420mm(D)						
05	Office Chair ( without arms )	380 mm (W) x 420mm(D) x 390mm(H)						
06	Office Chair ( with arms )	450mm(W) x 410mm(D) x 390mm(H)						
07	Office Table	900mm(L)x590mm(W)x750mm(H)						
08	Office Table Junior Executive	1360mm(L)x 680mm(W) x 750mm(H)						
09	Reading Table	1800mm(L) x 900mm (W) x 750 mm(H)						

- In all above specifications +- 5% deviation is permissible.
- The furniture items are to be supplied at three locations in Trivandrum and one location in Kollam
- The rates quoted should be inclusive of Transportation, loading, unloading and assembling charges, if any.
- Price break-up indicating basic price, all taxes and duties etc. individually should also be given.

## ANNEXURE-III

### INSTRUCTIONS TO TENDERERS AND GENERAL CONDITIONS OF THE CONTRACT

#### 1. General Information

- 1.1 On behalf of the Indira Gandhi National Open University, the Regional Director, IGNOU Regional Centre, Thiruvananthapuram invites sealed tenders from established and reliable manufacturers, major distributors for supply of office furniture items as per the Schedule of Requirements/ Specifications (**Annexure-IA & IB**) of the Tender Document. **The tender should be submitted with all relevant catalogue/literature/leaflets, if any.**
- 1.2 Prices are to be quoted separately in the Financial Bid. (**Annexure –II**).
- 1.3 All offers should be submitted before the time and date fixed for the receipt of offers as set forth in the tender documents. Offers received after the stipulated time and date will be summarily rejected. The Tenderer must ensure that the conditions laid down for submissions of offers are correctly and completely adhered to. Tenders found deficient in any respect shall be summarily rejected. Similarly, conditional offers/offers with terms and conditions inconsistent with those contained in this document shall be rejected.
- 1.4 In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding power of attorney; in case the firm is registered, a copy of the certificate issued by the Registrar of firms be furnished. In the event of the Tender being submitted by a Company, it must be signed by a person who is authorized under the Articles of Association of the Companies to do so or by a person holding a duly authorized power of attorney supported by Board Resolution of the Company.
- 1.5 An indicative Check List has been included as **Annexure-V**. This has been designed to help the Tenderer in submitting complete offer. An incomplete offer is liable to be rejected. The Tenderer must check this Checklist and submit the requisite papers along with his offer in his own interest.
- 1.6 The IGNOU reserves the right to accept or reject any tender without assigning any reasons thereof.
- 1.7 The University reserve itself the right to increase or decrease the quantity to be procured.

#### 2. **Submission of Tender:**

- 2.1. The tender complete in all respects should be addressed to the Regional Director, IGNOU, so as to reach **on or before the last date of submission on 10/09/2014 upto 2.00 p.m. at IGNOU Regional Centre, Rajadhani Complex, Killippalam, Karamana PO, Thiruvananthapuram – 695 002.**
- 2.2. The Technical bid will be opened **on 10/09/2014 at 2.30 p.m.** Financial bids of the suppliers who are qualified in the technical bid will be opened at a later date.

#### 3. **Submission of Offer**

- 3.1. The tender in the prescribed format must be under sealed cover. This is a two-bid system. The first cover should be superscribed "**Technical Bid for supply of office furniture items**". The second cover should be superscribed "**Financial Bid for supply of office furniture items**". Both these Envelopes, after being sealed properly, shall be put into a third envelope, which should be properly sealed before it is sent/submitted. The third sealed cover shall be addressed to the Regional Director, IGNOU Regional Centre, Thiruvananthapuram superscribing "**Tender bid for supply of office furniture items**". If the outer envelope is not sealed properly, the tender is liable to be rejected.

Signature and Seal of the Tenderer



- 3.2. **Envelope No. (1)** shall contain all the Technical details about manufacturing/supply capability, experience, number of qualification documents, Annexure IC, Annexure III etc. **The Earnest Money Deposit shall be kept in this envelope.** Those who do not qualify the pre-qualification conditions shall be summarily rejected and their Financial Bids shall not be opened.
- 3.3. In the financial bid (**Envelope No.2**), the prices and other information like discounts and (or) any terms having a bearing on the price shall be written both in Words and Figures. If there is discrepancy between the price/information quoted in words and figures, the price/information quoted in words shall prevail.
- 3.4. The rate should be quoted on “**F.O.R – IGNOU at locations in Trivandrum at Kollam district**” basis. The rates quoted should be inclusive of charges for transportation, loading, unloading and assembling at the Purchaser’s premises.  
The Excise Duty, Sales Tax, VAT etc., as applicable should be included in the price, failing which IGNOU shall have no liability to pay these charges, and the liability shall be that of the tenderer.
- 3.5. The “**Technical bid**” shall be opened in the first instance in the presence of tenderers or their authorised representatives. Only one authorised representative per tenderer will be permitted to be present at the time of opening of the tender.
- 3.6. Each page of the offer shall be numbered and will bear the signature of the tenderer at the bottom with stamp. All offers shall be either typewritten or written neatly in indelible ink. Any correction should be properly authenticated.
- 3.7. The Company should preferably be ISO 9001 – 2000 Certified.
- 3.8. The Turnover of the firm and copies of the Balance Sheets for the years 2010-11, 2011-12 and 2012-13 should be attached.
- 3.9. The firm shall submit Lab Test Certificate of the furniture items from any Govt. approved laboratory at the time of delivery.
- 3.10. The details of VAT/TIN/PAN should be given with the technical bid.
- 3.11. Excise Registration Certificate with last Payment receipt should be submitted with the Technical Bid.

#### **4. Background Information**

- 4.1. The tenderer shall provide the names of the customers to whom similar items were supplied in the past two years (copies of the PO to be enclosed), along with the supporting documents while submitting the technical bid :-
- 4.2. In case, the tenderer feels necessary to provide any additional information, they may give on a separate sheet and enclose it with Technical Bid.

#### **5. Compliance with the technical specifications:**

- 5.1. Deviations from the specification, if any, shall be clearly indicated along with explanations.  
IGNOU may accept such specifications that ensure same or higher quality than the prescribed one. However, the decision of the University in this regard shall be final.

#### **6. Earnest Money Deposit:**

- 6.1. The Earnest Money Deposit amount of **Rs. 15000/-** (Rupees Fifteen thousand only) will have to be furnished by all tenderers. The Earnest Money Deposit can be submitted by way of Banker’s Cheque/Demand Draft from any Public Sector/Scheduled Bank drawn in favour of IGNOU payable at Thiruvananthapuram. Any tender not accompanied by Earnest Money shall be summarily rejected.

**Signature and Seal of the Tenderer**

- 6.2. The EMD shall remain with the IGNOU during the period of validity of the offer, i.e. minimum period of ninety (90) calendar days from the date of opening of tender.
- 6.3. No Interest shall be paid by IGNOU on the EMD.
- 6.4. The EMD deposited is liable to be forfeited if the tenderer withdraws or amends/ impairs or derogates from the tender in any respect, within the period of validity of his offer.
- 6.5. The EMD of successful tenderer shall be retained as Performance Security.
- 6.6. The EMD of all unsuccessful tenderers shall be returned within a reasonable period (normally 30 days) after finalization of the tender.

**7. Local Conditions:**

- 7.1. It will be imperative on each tenderer to fully acquaint himself with the entire local conditions and factors, which would have an effect on the performance of the contract and cost. The IGNOU shall not entertain any request for clarifications from the tenderer regarding local conditions. No request for the enhancement in price or extension of time schedule of delivery/installation shall be entertained after IGNOU has accepted the offer.

**8. Evaluation of Offer:**

- 8.1. If the purchaser considers necessary, it may ask revised financial bids from the short listed tenderers which should be submitted within two days of intimation to this effect in sealed envelopes on specified dates and time. The revised bids shall not be for amounts more than one quoted earlier for an item, unless the specification is higher configuration than the earlier ones by the respective tenderers. Any tenderers quoting higher rates for the same items quoted earlier in their revised financial bids shall be disqualified for further consideration and EMD submitted may be forfeited.
- 8.2. The Financial Bid of only the technically short listed tenderers shall be opened in the presence of their representative, if they like to be present on a specified date and time, which will be communicated to the short listed Tenderers.
- 8.3. The IGNOU reserves the right to select the tenderer on the basis of best possible bids received. The decision of the Tender Evaluation Committee in this regard shall be final and representation of any kind shall not be entertained on the above. Any attempt by any tenderer to bring pressure of any kind may disqualify the tenderer for the present tender and the tenderer may be liable to be debarred from bidding for IGNOU tenders in future for a maximum period of three years.
- 8.4. Preference will be given to those tenders offering supplies from ready stocks. University can provide **Custom Duty Exemption/Excise Duty Exemption Certificate** issued by "Department of Scientific & Industrial Research" if the item is eligible for import/Excise duty exemption.
- 8.5. Offers will be evaluated individually for each item mentioned in the schedule. Purchase order can be placed for all items in the schedule or parts thereof.
- 8.6. All available technical literature, catalogues and other data in support of the specification and details of the items should be furnished along with the offer.

**9. Acceptance of Tender:**

- 9.1. IGNOU may accept the tender, or reject any tender without disclosing any reason there of and may or may not accept the lowest/any tender.

**10. Effect and Validity of Offer:**

- 10.1. The offer shall be kept valid for acceptance for a minimum period of ninety days from the date of opening of the Financial Bid.

**Signature and Seal of the Tenderer**

10.2. All the terms and conditions for the payment terms, penalty etc. shall be as those mentioned herein and no change in the terms and conditions will be acceptable. Alterations, if any, in the tender bid shall be attested properly by putting their signatures and seal by the tenderer, failing which the tender is liable to be rejected.

#### **11. Security Deposit/Performance Security:**

11.1. The successful tenderers shall, after the order is placed, deposit a sum equivalent to 5% of the value of contract as security deposit for due performance of the contract. The security deposit may be furnished in the form of a bank draft/Bank Guarantee/FDR/Banker's Cheque drawn in favour of IGNOU from a scheduled bank. The validity of Performance Security shall be for 60 days more than the delivery period. Failure to furnish security deposit shall be treated as breach of contract and entail cancellation of the offer of acceptance, forfeiture of EMD and procurement of goods from the next acceptable tenderer at the Cost and risk of the contractor.

11.2. If the tenderer is not able to supply the goods within the specified period to the complete satisfaction of the IGNOU, the Bank Guarantee shall be invoked.

#### **12. Period & Terms of Delivery:**

12.1. The tenderers will supply the complete material within a maximum period of 30 days from the date of receipt of Purchase Order.

12.2. 100% payment shall be made on satisfactory receipt/ Acceptance/ Performance Report and after submission of all required documents. No part of the contract price shall become due or payable until the tenderer has delivered the items to the complete satisfaction of IGNOU. Payment shall be made subject to recoveries, if any.

12.3. The contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air, to withstand transit hazards and ensure safe arrival at the destination. The packing and marking of packages shall be done by and at the expense of the contractor. The purchaser will not pay separately for transit insurance, all risks in transit being exclusively of the contractor.

12.4. The contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods dispatched. The consignment should be dispatched with clear Railway Receipt/Lorry Receipt/Consignment

**Note:** If sent in any other mode, it will be at the risk of the contractor. The purchaser will take no responsibility for short deliveries or wrong supply of goods when the same are booked on "said to contain" basis. Purchaser shall pay for only such stores as are actually received by them in accordance with the contract.

12.5. Wherever required, **Test Certificate** should be sent along with the dispatch of documents.

#### **13. ACCEPTANCE OF STORES**

- 13.1. a) The store shall be tendered by the contractor for inspection at such places as may be specified by the purchaser at the contractor's own risk, expenses and cost.
- b) It is expressly agreed that the acceptance of stores contracted for is subject to final approval by the purchaser whose decision shall be final.
- c) If, in the opinion of the purchaser, all or any of the stores that do not meet the performance or quality or requirements specified in the purchase order, same will be not accepted.
- d) If the whole or any part of the stores supplied is rejected in accordance with (c) above, the purchaser shall be at liberty, with or without notice to the contractor to purchase in open market at the expenses of the contractor, store meeting the necessary performance and quality contracted for in place of those rejected.

**Signature and Seal of the Tenderer**

## **REJECTED STORES**

13.2. **Rejected stores will remain at the contractor's risk and responsibility.** If instruction for their disposal are not received from the contractor within a period of fourteen days from the date of receipt of the advise of rejection, the purchaser or his representative has, at his discretion the right to scrap or sell or consign the rejected store to contractor's addresses at the Contractor's entire risk and expenses freight being payable by the contractor at actual.

### **14. Penalty for Delay in supply:**

14.1. If the goods are not supplied within the stipulated time and date the contractor shall be liable for payment of liquidated damages at the rate of 0.5% (Half percent) of the value of the delayed goods per week or part thereof subject to maximum of 10 percent of the Contract value of delayed Supplies or as may be deemed fit by Competent Authority. Thereafter the IGNOU holds the option for procurement of "Office Furniture Items" from other Tenderers and invoking the Bank guarantee of the Tenderer to recover the difference in Cost.

14.2. The decision of the authority placing the order in this regard will be final. In case the tenderer does not feel satisfied with the decision, he will be at liberty to approach the Vice-Chancellor, IGNOU. Decision of Vice Chancellor in this regard will be binding and no appeal will lie against his decision.

### **15. Dispute Resolution:**

If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Contract or out of the breach, termination or invalidity of the Contract hereof, the parties shall resolve it by resorting to in the following manner:-

- (a) Parties shall attempt for a period of 30 days after receipt of notice by the other Party of the existence of a Dispute to settle such Dispute in the first instance by mutual discussions between the Parties.
- (b) If the dispute cannot be settled by mutual discussions within 30 days as provided herein, the Dispute shall be referred to the sole arbitration of an arbitrator appointed by the Vice-Chancellor IGNOU. The party having a grievance shall serve written notice by Registered acknowledgment due post, on the other party intimating its intention of invoking the arbitration clause and shall simultaneously serve a notice on in the similar mode on the Vice-Chancellor, IGNOU request him to appoint an arbitrator.
- (c) The arbitration proceedings shall be held in accordance with the provisions or Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof.
- (d) The arbitration proceedings shall be conducted in the English language. The venue of Arbitration shall be Thiruvananthapuram.
- (e) Each party shall bear the costs of the sole arbitrator equally. The Sole Arbitrator shall also decide as to which party shall bear the cost of the proceeding.
- (f) The Arbitrator with the consent of the Parties may extend the time.

### **16. Guarantee & Replacement:**

16.1. Tenderer shall submit with his tender an undertaking to accept the following guarantees:

- a) The contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down for material workmanship and performance.

**Signature and Seal of the Tenderer**

- b) After the acceptance of the stores, if any defects discovered therein or any defects therein found to have developed under proper use arising from faulty stores, design or workmanship, contractor shall remedy such defects at his own cost.
- c) If in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores, such replacement or renewal shall be made by the contractor to the purchaser free of costs.
- d) Should the contractor fail to rectify the defect, the purchaser shall have the right to reject or repair or replace at the cost of the contractor the whole or any portion of the defective stores.
- e) The decision of the purchaser notwithstanding any prior approval or acceptance of inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the contractor are defective or any defect has developed within the said period of 12 months or as to whether the nature of the defective requires renewal or replacement, shall be final, conclusive and binding on the contractor.

Except as otherwise provided in the invitation to the tender, the contractor/seller hereby declares that the goods stores, articles sold supplied to the purchaser under this purchase order shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in the purchase order.

## **17. PAYMENT**

- 17.1. The University will pass Supplier's bill for payment only after the stores have been received, inspected and accepted by the purchaser on the basis of test reports submitted. Normally payment will be made for the accepted stores within thirty working days from the day of receipt of the materials though it shall not be binding on IGNOU in unforeseen circumstances.

**Signature and Seal of the Tenderer**

**Annexure - IV**

**CHECK – LIST**

1. Please check that you have submitted the Earnest Money as per the schedule and enclosed the Bank Draft in Envelope (1) of the tender.
2. Please check whether you have studied the detailed conditions regarding the submission of Performance Security Deposit.
3. Please check that the tender and tender documents have been signed by appropriate authority.
4. Please check that you have superscribed the envelope as per Terms and Conditions of tender indicating the correct address of the addressee.
5. Please check that you have enclosed the performance statement regarding similar work undertaken in the past.
6. Please check that your tender is valid for the period as asked for.
7. Please check that you have furnished statement of Deviation, if any.
8. Please check the delivery Period correctly and precisely.
9. Please check the eligibility criteria for the Tender.

\* \* \* \* \*

**Signature:**

**Address of the firm with rubber stamp**

