



**BID DOCUMENT**  
**NOTICE INVITING E-TENDER**

F.No:IG/Admn/GA/Tender/IBCS/87/2023/

Dated: 22 March, 2023

Online bids (Technical & Financial) from eligible bidders which are valid for a minimum period of 180 days from the date of opening of financial bids are invited for and on behalf of the Competent Authority, IGNOU for **Allotment of Business Centre Shop the IGNOU Campus at Maidan Garhi, New Delhi-110068.**

<b>Name of Work</b>	<b>Tender for Allotment of Business Centre Shop in the IGNOU Campus at Maidan Garhi, New Delhi</b>
Estimated Cost of Tender (two years)	<b>Rs. 2,40,000/-</b> (Rupees Two Lakh Forty Thousand Only)
Earnest Money Deposit to be submitted (EMD to be submitted online only (NEFT/RTGS etc) as per the following details: Account No : <b>2257000100017009</b> IFSC Code: <b>PUNB0225700</b> Name of the Bank: <b>Punjab National Bank</b> Address of the Bank: <b>IGNOU Maidan Garhi New Delhi -110068.</b>	<b>Rs.7,200/-</b> (Rupees Seven Thousand Two Hundred Only)
Security Deposit	03% of Tender Value (for the successful H1 only)
Date of Publishing	22/03/2023 : 14:00hrs.
Clarification Start Date and Time	22/03/2023 : 14:30hrs
Clarification End Date and Time	24/02/2023 : 11:30hrs
Queries (if any)	Contact: General Admn. IGNOU, Maidan Garhi, New Delhi, 011-29571418. (During Office hours) No queries will be entertained after clarification end date and time as mentioned above
Site Visit by the bidder for Inspection	The bidders may visit the site before submitting bids, in all working days between 10.30 AM to 4.30 PM
Bid Submission Start Date	24/03/2023: 15: 00 hrs.
Last Date and time of uploading of Bids	13/04/2023: 11: 00hrs.
Date and time of opening of Technical Bids	14/04/2023: 15: 00hrs.
Date and time of opening of Financial Bids	Will be separately notified for Technically shortlisted/qualified bidders
<b>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.</b>	

Interested parties may view and download the tender document containing the detailed terms & conditions from the website <http://eprocure.gov.in/eprocure/app> and [www.ignou.ac.in](http://www.ignou.ac.in)

**MANUAL BIDS SHALL NOT BE ACCEPTED**  
except for the original documents/instruments as mentioned in this tender.  
Bidders should regularly visit the website to keep themselves updated.

## **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.

**The details of the online bidding process are available in CPP portal at <https://eprocure.gov.in>.**

### **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 contract person indicated in the tender. The contact number for the helpdesk is 011-29571418 (General Admn, IGNOU) between 10:30 AM to 04:30 PM in working days.
- (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. For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001 002, 0120-4001 005, 0120-6277 787, Technical - support-eproc(at)nic(dot)in the IGNOU helpdesk email id is [genadmin@ignou.ac.in](mailto:genadmin@ignou.ac.in)
- (iii) If any query is not resolved by CPP Portal Help Desk, you may contact Sh. Pankaj Kumar, Dy. Director (Nodal Officer) (e-Procurement), IGNOU at Mobile No. 9868258158.

### **INSTRUCTIONS TO THE BIDDER FOR e-PROCUREMENT**

1. The detailed tender documents may be downloaded from IGNOU's website and at <http://eprocure.gov.in/eprocure/app> till the last date of submission of tender. The Tender may be submitted online through CPP Portal <http://eprocure.gov.in/eprocure/app>
2. Bidders are requested to submit their bids online on CPP Portal: <http://eprocure.gov.in/eprocure/app> as per the proceeding given in this document.
3. The bidder should submit the bid online separately in two parts viz. **Technical Bid (Annexure-1)** and **Financial Bid (Annexure-2)** on or before the last date and time specified in the tender document.
4. All prices and other information having a bearing on the price shall be written both in figures and word in rupees. Where there is a difference between amounts quoted in words and figures, the amount quoted in words shall prevail.
5. The Financial Bid should be inclusive of all applicable taxes. Conditional bids, incomplete bids, bids without EMD shall not be accepted and are liable for rejection.
6. The IGNOU may, at its own discretion, alter/extend the last date for submission of tenders.
7. The successful bidder will be required to execute an Agreement in the format prescribed by the IGNOU.

**INDIRA GANDHI NATIONAL OPEN UNIVERSITY  
MAIDAN GARHI, NEW DELHI-110068.**

**F.No:IG/Admn/GA/Tender/IBCS/87/2023/  
Dated: 22, March, 2023**

**Tender Notice**

Online bids are invited from eligible bidders (interested and experienced “Parties/Firms/Individuals”) for **Allotment of Business Centre Shop (for Photocopy, Stationery, Book Binding, Lamination, Computer Print Out, Internet etc.) in the IGNOU Campus at Maidan Garhi, New Delhi** for the duration of two year (Extendable further on mutually agreed period based on satisfactory performance).

The tender document along with other details may be downloaded from the CPP Portal: <http://eprocure.gov.in/eprocure/app> and IGNOU’s webiste

**Registrar  
(Administration Division)**

**Indira Gandhi National Open University  
New Delhi.**

**Tender Document for Allotment of Business Centre Shop (for Photocopy, Stationery, Book Binding, Lamination, Computer Print Out, Internet etc.) in the IGNOU Campus.**

<b>S. No</b>	<b>Equipment</b>	<b>EMD Amount</b>
01	Allotment of Business Centre Shop (for Photocopy, Stationery, Book Binding, Lamination, Computer Print Out, Internet etc.) in the IGNOU Campus at Maidan Garhi, New Delhi for duration of two year.	<b>Rs. 7,200/-</b>

**EMD must be submitted online only at**  
CPP Portal:- <http://eprocure.gov.in/eprocure/app>

**F.No: IG/Admn/GA/Tender/IBCS/87/2023/**

Dated: 22 March, 2023

To,

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**Sub: Tender for Allotment of Business Centre Shop (for Photocopy, Stationery, Book Binding, Lamination, Computer Print Out, Internet, etc.) in the IGNOU Campus at Maidan Garhi, New Delhi, IGNOU, Maidan Garhi, New Delhi-11068.**

Sir,

Indira Gandhi National Open University (Here-in-after referred to as “IGNOU”) invites sealed tenders from interested and experienced “Parties/Firms/Individuals” for Allotment of Business Centre Shop (for Photocopy, Stationery, Book Binding, Lamination, Computer Print Out, Internet etc.) in the IGNOU Campus at Maidan Garhi, New Delhi for duration of two year (Extendable further on mutually agreed period based on satisfactory performance). The rate may be quoted after reading the minimum reserved price and security deposit.

### Terms & Conditions

1. **General:**

The tender is also available on the website of IGNOU i.e. [www.ignou.ac.in](http://www.ignou.ac.in) and <http://eprocure.gov.in/eprocure/app>. The intending bidder may be download the tender containing the terms & conditions for further process. The tender document is free of cost.

2. **Instructions to bidder:**

The following are the general terms and conditions governing the “**Tenders for allotment of Business Centre Shop** (for Photocopy, Stationery, Book Binding, Lamination, Computer Print Out, Internet etc.)”

1. **MINIMUM/RESERVED PRICE/BID** — The minimum expected License Fee/Rent for the shop is **Rs. 10,000/- (Rupees Ten Thousand Only) per month + Electricity Charges (Actual)**. Bids quoting rates lower than this amount will not be acceptable and will summarily be rejected.
2. **BID EVALUATION PROCESS**— The premises will normally be allotted to the bidder who offers the highest amount of monthly License Fee/Rent however, the IGNOU reserves the right to reject the highest offer or all the offers without assigning any reasons thereof. The interest of IGNOU in this respect shall be paramount.
3. The monthly License Fee/Rent and Security deposit offered in the tender should be in round figures of full rupees and not in paise. If any such tender is received and it is decided

to accept the tender, the allotment will be made at the round figure, i.e., by taking 50 paise and above as one rupee and ignoring 50 paise and below.

4. The successful bidder will have to execute a License Deed as per attached performa and will have to submit Security Deposit as quoted in the tender within 8 days of the date of issue of Allotment Letter. The successful bidder will also furnish a recent passport size photograph and the proof of permanent address, both to be duly attested by a **Gazetted Officer or a 1<sup>st</sup> Class Magistrate**.
5. The successful bidder will have to produce the following documents :
  - a. Income Tax Assessment/ITR
  - b. Sales Tax Assessment
  - c. Service Tax Assessment
  - d. Registration Certificate from local authority (In case of Firm/Parties)
  - e. Profit & Loss Statement of the last three years
  - f. Income Tax return for three years
  - g. Experience Certificate minimum 05 years of running Business Centre Shop in a reputed Institute/Area (In the form of an affidavit duly attested by a Gazetted Officer).
  - h. TIN number
  - i. PAN number
  - j. GST number
6. The bidder must not be a minor.
7. The bidder must not be related to any of the IGNOU employee in any form.
8. Signing of License Deed: The successful bidder shall complete all the formalities on allotment and sign the License Deed within 15 days from the issue date of Allotment Letter. In case the successful bidder does not sign the same within 15 days of the allotment of letter, his EMD shall be liable to be forfeited and consequently allotment will stand withdrawn.
9. The Bidder/Contractor shall agree to enhance the existing license fee/ rate of rent by **10%** per annum.
10. (a.) **Earnest Money Deposit:** An Earnest Money Deposit (E.M.D.) of Rs.7,200/- (Rupees Seven Thousand and Two hundred Only) (Refundable) payable by online.
  - (b.) The EMD in any other form shall not be accepted.
  - (c.) EMD of the unsuccessful bidder(s) will be refunded within 30 days after finalization of the tender. However, in case of successful bidder it will be refunded only on receipt of Security Deposit.
  - (d.) No interest shall be paid on EMD.
11. (a.) **Performance Security Deposit:** Allotee will deposit Performance Security Deposit in advance as informed by IGNOU as per rule (**03%** before taking over the possession) which shall be released by the university only after the successful completion of contract after deducting any amount due from the contractor.
  - (b.) In case contract is cancelled for any reason or allotte is unable to run the contract and leaves in between, recovery, if any may also be deducted from security amount.
  - (c.) The Security Deposit can be forfeited by order of the Competent Authority, IGNOU in the event of any breach and non-observance of any of the conditions of the contract.

(d) No interest shall be paid on Performance Security Deposit.

(e) Performance Security Deposit will be refunded after **60** days of completing of contract and only upon completion of all the contractual obligation.

12. Electricity Meter Security: The requisite formalities for taking Electricity connection will be required to be completed by as per the University rules. The electricity charges will be payable on actual basis. The contractor shall be responsible for payment of electricity charges as per energy bills.
13. After acceptance of tender, IGNOU may decide not to continue the awarded contract and requires to take these back for any reason whatsoever, 30 days notice will be given in writing, to that effect to bidder.
14. The licensee shall give at least three months advance notice in writing for vacating the said premises, pay the arrear of the license fee/rent, if any before vacation and in default of the same the licensee shall render himself / themselves liable for recovery of arrears and legal expenses. The IGNOU shall have right to give him / them notice to vacate the said premises.
15. The licensee shall on revocation or termination of this licensee handover peaceful possession of the said premises to the IGNOU in as good condition as they were in at the date of license, normal wear and tear accepted.
16. If the license fee/rent hereby reserved or any part hereof shall at any time be in the arrears or remain unpaid after the due date or if the licensee at any time fails or neglects to perform or observe any of the terms and conditions and covenants herein contained and on his / their part to be observed and performed, in any such case, the IGNOU may, without prejudice to its other rights by giving three months notice in writing to the licensee determine the license and enter upon the said premises or any part thereof in the name of the whole and that the licensee shall upon such determination peacefully give up possession of the said premises without any right to compensation whatsoever and thereupon this license shall absolutely determine without prejudice any antecedent breach of terms and conditions and covenants on the part of the licensee.
17. Bidders confirm that they have read and understood the General Terms and Condition governing; "Tender for allotment of Business Centre Shop for Photocopy, Stationery, Book Binding, Lamination, Computer Print Out, Internet etc.". Bidder understand that in case of any of the statement under by his/her behalf found incorrect or if all the terms and conditions of the allotment letter (if issued) are not complied with within the period specified therein, the allotment will be liable to cancellation and the Earnest Money Deposited would be liable to forfeiture by IGNOU. Bidder agree that decision of the IGNOU in this behalf would be final and binding on bidder/contractor.
18. The tender submitted without the requisite EMD and other requisite relevant documents/ literature and sample of the product proposed to be supplied will summarily be rejected.
  - a) All correspondence/inquiry, if any, pertaining to this tender may be ask to the Section Officer, Room No.4, Block-8, General Admn., Administration Division, Indira Gandhi National Open University Maidan Garhi, New Delhi-110068, Phone No.011-29571418.
  - b) Tender must be unconditional. Any alteration or changes in rates in tender document shall be considered as invalid and liable to be rejected.

- c) The University reserves the right to have a panel made out of the tenders submitted and in case the agency selected fails to do the job successfully or leaves the job in middle of the contract period, or decline to accept the award due to some reason the next agency will be offered the job. However the validity of the panel will be for the period of the award of contract to the first panelist and in case the second in the panel is offered the job the time-span for this will be the remaining period of the first awardee of the contract. In case the successful bidder decline to accept the award letter or to provide the services the EMD submitted by him shall be forfeited and the firm may also be black listed at the sole discretion of the IGNOU.
- d) The University reserves the right to accept/cancel/reject the specification/ Brand/ in full or any part of the tender in the interest of the University.
- e) Any act on the part of the tender to influence anybody in the University related to this Tender is liable for rejection of his/ her tender.

### **3. Eligibility Criteria :**

The bidder can be any experienced “Parties/Firms/Individuals” but

- (a) The bidder must not be a minor.
- (b) The bidder must not be related to any of the IGNOU employee in any form.

### **4. Earnest Money Deposit**

Earnest Money Deposit (EMD) to the amount of Rs 7,200/- (Rupees Seven Thousand and Two Hundred only) shall be submitted by online. The EMD amount will be refunded to unsuccessful bidder(s) only after finalization of tender. However, in case of successful bidder it will be refunded only after receipt of Performance Security.

### **5. Performance Security Deposit**

- (a) Allotee will deposit Performance Security Deposit in advance as informed by IGNOU as per rule (03 % before taking over the possession) which shall be released by the university only after the successful completion of contract after deducting any amount due from the contractor. The security deposit may be furnished in the form of Bank Guarantee/Demand Draft/FDR drawn in favour of IGNOU, payable at New Delhi.
- (b) In case contract is cancelled for any reason or allottee is unable to run the contract and leaves in between, recovery, if any may also be deducted from security amount.
- (c) The Security Deposit can be forfeited by order of the Competent Authority, IGNOU in the event of any breach and non-observance of any of the conditions of the contract.  
Or  
Failure to furnish Security Deposit shall be treated as breach of contract and entail cancellation of the contract including forfeiture of EMD.
- (d) No interest will be paid on Performance Guarantee/ Performance Security Deposit.
- (e) Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations.

If the bidder/contractor is not able to provide the services to the complete satisfaction of IGNOU the relevant Clause(s) of the Tender shall be invoked and the University reserves the right to forfeit the Performance Security besides imposing the Penalty Clause of the Tender, as the case may be.



## 6. Submission of Offer:

**Bids are to be submitted in two bids system i.e. technical and financial.**

- a) The bidders should submit their technical bids as prescribed in **Annexure–III**.
- b) The bidders are advised to quote their rates online as per instructions to the bidders. (for reference **Annexure IV**)

The details of the deposited EMD in the **Annexure –V** may be submitted online before the last date as specified.

- c) Late/delayed tenders due to any reason, whatsoever, will not be accepted/considered, at all, under any circumstances.
- d) The tenders not submitted in prescribed manner shall be summarily rejected. The IGNOU reserves the right to accept or reject any tender without assigning any reason.
- e) The bid shall be opened in the presence of the representative's of the firms who may wish to be present and the members of the duly constituted Tender Opening & Evaluation Committee.
- f) On selection, the empanelled firm would be required to execute an Agreement to Rs. 100/- Non-Judicial Stamp Paper incorporating terms and conditions of the quotation/ tender document, within 15 days of issuance of letter on intent, intimating acceptance of offer of the bidder.

## 7. Evaluation

- a) **MINIMUM/RESERVED PRICE/BID** — The minimum expected License Fee/Rent for the shop is **Rs. 10,000/- (Rupees Ten Thousand Only) per month + Electricity Charges (Actual)**. Bids quoting rates lower than this amount will not be acceptable and will summarily be rejected.
- b) **BID EVALUATION PROCESS**—The premises will normally be allotted to the bidder who offers the highest amount of monthly License Fee, however, the IGNOU reserves the right to reject the highest offer or all the offers without assigning any reasons thereof. The interest of IGNOU in this respect shall be paramount.
- c) If the IGNOU considers necessary, it may ask for revised bids from the short listed bidders which should be submitted within three days of intimation of this effect. The revised bids shall not be for amounts more than one quoted earlier for an item.
- d) Any attempt by any bidder to bring pressure of any kind shall disqualify the bidder for the present tender and the bidder may be liable to be debarred from bidding for IGNOU tenders in future and EMD submitted may be forfeited.
- e) The IGNOU reserves the right to award the contract to any of the bidders in the interest of the University, the decision of the University shall be final.

## **8. Effect and Validity of Offer/ Contract**

- (a) The offer shall be kept valid for acceptance for a minimum period of 180 (one hundred eighty) Calendar days from the date of opening of financial bids.
- (b) The period of Contract shall be for a period of two year from the date of start of Contract. However, the Contract may be extended for a further upto one more years upon satisfactory performance report as per terms of the Tender on same rates, terms and conditions.
- (c) IGNOU reserves the right to terminate the Contract by giving 30 days notice and without assigning any reason, whatsoever, if the services provided by the firm/contractor are found to be unsatisfactory.
- (d) The rate quoted by the contractor will be applicable till complete the term of contract.

## **9. Penalty**

- (a) The University shall also have the right to impose such penalty as it deems fit on the Contractor if the University is put to any financial loss directly or indirectly by any act of omission/ fault on the part of the Contractor or any of the Personnel (s) deployed by it on the premises of the University.
- (b) The University shall also have the right of impose penalty as it deems fit on the contractor if the contractor does not deposit rent of the premises in due time. The penalty (10% of the rent of the month) may be charged or would be decided and imposed by the authority.

## **10. Special term and conditions**

- (a) The University reserve the right of accepting/ rejecting any or all tender without assigning any reason thereof. The decision of the university shall be final.
  - (b) All precautionary measures shall be adopted. During the contract if any accident/ damage to buildings of IGNOU Property then the contractor shall be fully responsible for the same.
  - (c) The university reserve the right to accept/ cancel/ reject the specification in full or any part of the tender in the interest of the University at any point of time without assigning any reason.
11. Electricity Meter Security: The requisite formalities for taking Electricity connection will be required to be completed by as per the University rules. The electricity charges will be payable on actual basis. The contractor shall be responsible for payment of electricity charges as per energy bills. .
12. After acceptance of tender, IGNOU may decide not to continue the awarded contract and requires to take these back for any reason whatsoever, 30 days notice will be given in writing, to that effect to bidder.
13. The licensee shall give atleast three months advance notice in writing for vacating the said premises, pay the arrear of the license fee/rent, if any before vacation and in default of the same the licensee shall render himself / themselves liable for recovery of arrears and legal expenses. The IGNOU shall have right to give him / them notice to vacate the said premises.
14. The licensee shall on revocation or termination of this licensee handover peaceful possession of the said premises to the IGNOU in as good condition as they were in at the date of license, normal wear and tear accepted.

15. If the license fee/rent hereby reserved or any part hereof shall at any time be in the arrears or remain unpaid after the due date or if the licensee at any time fails or neglects to perform or observe any of the terms and conditions and covenants herein contained and on his / their part to be observed and performed, in any such case, the IGNOU may, without prejudice to its other rights by giving three months notice in writing to the licensee determine the license and enter upon the said premises or any part thereof in the name of the whole and that the licensee shall upon such determination peacefully give up possession of the said premises without any right to compensation whatsoever and thereupon this license shall absolutely determine without prejudice any antecedent breach of terms and conditions and covenants on the part of the licensee.

#### **16. Payment Terms**

The licensee shall pay every month in the office of Deputy Registrar (G.A), IGNOU, New Delhi in advance before the 10<sup>th</sup> day of the month a license fee/rent amount of Rs. ----- (Rupees .....only), for the use and occupation of the said premises or at such other rates to be fixed by the IGNOU from time to time which will have retrospective effect also if so specified. In the event of license being revoked or determined, the licensee shall pay proportionate charges of electricity and water consumption for the fraction of the current month up to the date of such revocation or determination.

a) No part of the contract price shall become due or payable until the bidder has provided the services to the complete satisfaction of IGNOU. Payment shall be made subject to recoveries, if any.

b) The TDS and any other Government levies as applicable shall be deducted from the bill amount as per instructions/orders issued by the Govt. of India/IGNOU.

#### **17. Dispute Settlement**

If the dispute cannot be settled by mutual discussion within 30 days as provided herein, the courts at Delhi/ New Delhi, India only will have the jurisdiction to adjudicate upon the matter.

**DEED OF LICENSE  
(PROFORMA)  
(Agreement on Rs. 100/- non-judicial stamp paper)**

AGREEMENT BETWEEN INDIRA GANDHI NATIONAL OPEN UNIVERSITY AND CONTRACTOR (NAME OF THE AGENCY).

This DEED OF LICENSE (Here-in-after referred to as the "License Deed") made and entered into this -----day of -----, 2023, at New Delhi.

**Between**

**Indira Gandhi National Open University**, Maidan Garhi, New Delhi - 110068 (Here-in-after referred to as "IGNOU"), a Central University established by an Act of Parliament i. e., Indira Gandhi National Open University Act, 1985 (Act No. 50 of 1985) having its headquarters at Maidan Garhi, (New Delhi – 110068), and being represented through its authorized signatory Registrar (Admn.), which expression unless repugnant to the context or meaning hereof, shall include its successor (s), administrator (s) or permitted assignee (s) on the **FIRST PART**.

**AND**

Shri/Smt. \_\_\_\_\_, S/o \_\_\_\_\_, residing at \_\_\_\_\_ (Here-in-after referred to as the "Licensee"), which expression unless repugnant to the context or meaning hereof, shall include its successor (s), administrator (s) or permitted assignee (s) on the **SECOND PART**.

WHEREAS the Licensee requested the IGNOU to grant leave and license to him in respect of the premises belonging to the IGNOU more particularly described in the schedule hereunder written (Here-in-after called the "said premises") and the IGNOU having agreed to do so upon the term and conditions here-in-after contained.

**NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:**

1. The Licensee shall be deemed to be bare licensee having only personal right in the said premises and nothing herein contained shall deemed to be demise at law of the said premises or any part thereof so as to give the licensee any interest therein.
2. The license is purely temporary and the IGNOU reserves the right to revoke it any time by giving three months notice without assigning any reason to the licensee of its intention to do so.
3. In the event of allotment being accepted by execution of license deed and payment of advance deposits mentioned in the allotment letter, liability of the licensee for payment of the license fee/rent should commence from the eight day of date of issue of letter of allotment of premises.
4. The licensee shall pay every month in the office of Deputy Registrar (G.A), IGNOU, New Delhi in advance before the 10<sup>th</sup> day of the month a license fee/rent amount of Rs. ----- (Rupees .....only), for the use and occupation of the said premises or at such other rates to be fixed by the IGNOU from time to time which will have retrospective effect also if so specified. In the event of license being revoked or determined, the licensee shall pay proportionate charges of electricity and water

consumption for the fraction of the current month up to the date of such revocation or determination.

The Licensee shall be liable to be ejected from the premises for default of payment of the license fee/rent, or breach of any terms and conditions as provided hereinbefore.

5. In defaults to pay the license fee/rent before the 10<sup>th</sup> day of the month to which it relates, the licensee shall pay interest which will form part of the license fee/rent at the rate of **10%** per month on the arrears of license fee/rent from the 1<sup>st</sup> day of the month i. e., from the month in respect of which the default in payment takes place till the date of payment or the effective date of the determination of license. In case the licensee fails to clear the arrears with interest as aforesaid before the effective date of determination of the license, he / they shall also pay interest at the said rate on the damages (Which are recoverable at the rate of 50% per month over and above the existing license fee/rent) from effective date of determination of license till the clearance of all the dues in respect of the premises or till the vacation of the premises by the licensee whichever is earlier.
6. The licensee shall with reference to the said premises in his / their occupation bear all charges for electricity and water consumption.
7. All statutory/ legal requirements from local bodies for running shop shall be arranged by bidder. University will not bear any responsibility whatsoever, in this regard.
8. Original License Deed will remain with the licensor and the duplicate copy thereof, witnessed by parties hereto will remain with the licensee.
9. The licensee shall ensure that no product shall be sold from the premises which is prohibited to be sold within the premises of an educational institution as per the provisions of the Cigarette and Other Tobacco Product (Prohibition) Act, 2003.
10. In the event of any dispute in regard to the terms of contract or interpretation thereof the decision of the Competent Authority, IGNOU thereon shall be, in all respect final and binding on the parties.
11. The Licensee shall comply with all the rules and regulations as laid down by the Municipal Authorities/State government/ Central Government as applicable from time to time.
12. The Licensee shall indemnify and keep harmless IGNOU from all acts of omissions, defaults, breaches and /or any claim damages, loss or injury and expenses to which IGNOU may be put to or involved as a result of Licensee's failure to fulfill any of the obligations hereunder. IGNOU shall be entitled to recover any such losses or expenses which have to suffer or incur on account of such claims, demand, loss or injury from the Security Deposit/ Performance Deposit of the licensee without prejudice to its any other rights under the law.
13. Dispute resolution clause: In case of any dispute arising out of this agreement the same shall be resolved initially by mutual discussion between the parties within a period of 30 days failing which only courts at Delhi will have the jurisdiction to adjudicate upon the matter.
14. The Licensee shall not carry out any addition or alteration to the said premises or to the building and / or any additional construction on the land / back courtyard or to the electrical or sanitary installation in the said premises. If any additions or alteration or constructions are required to be done by the licensee a request to that effect may be made in writing to the IGNOU who may consider the same on such terms and conditions as may be deemed appropriate. Where any such alteration, addition, constructions, etc. are ultimately carried out on payment of extra license fee/rent, the licensee shall not be entitled to remove the

same or claim any compensation whatsoever in respect of the same at the time of vacation of the said premises.

15. The licensee shall make good any damage caused to the premises, normal wear and tear being expected. The decision of the IGNOU on the question whether any damages is caused to the premises and what amount of compensation would make good such damages, shall be binding on the parties.
16. The licensee shall not permit the said premises or any part thereof for being used by any other person for any purpose whatsoever without the prior consent in writing of the IGNOU and in default thereof shall be liable for ejectment. The licensee shall not introduce any partner nor shall transfer possession of the premises or any part thereof or otherwise carry on the business in the premises with any other person or assign, transfer, change or otherwise alienate his interest in the premises.
17. The licensee will maintain a congenial and peaceful atmosphere in and around the shop, and will ensure that Tobacco products are not sold from the allotted shop.
18. The Business Centre will have the facility of Photocopy, Stationery, Book Binding, Lamination, Computer Print Out, Internet, Fax, Mobile phone re-charges utilities etc or any other services as assigned by IGNOU from time to time. The licensee will provide good quality of work viz photocopying, book binding, lamination, etc. to the satisfaction of the students or IGNOU fraternity. The rate per copy for photocopy will be charges @50 paise only from the students and IGNOU fraternity. The rate of Book Biding, Lamination, Computer Printout Internet, Fax and allied services etc. will be charged below the market rate comparatively to nearby surrounding market or at rebate of 50% discount.
19. The licensee will attend all customers on equal terms and approach.
20. The licensee will discourage any friendly demeanour and approach by anyone.
21. The said premises shall be maintained by the IGNOU in accordance with normal public works department standards.
22. The licensee shall give atleast three months notice in writing for vacating the said premises, pay the arrear of the license fee/rent, if any before vacating and in default of the same the licensee shall render himself / themselves liable for recovery of arrears and legal expenses. Similarly, the IGNOU shall be entitled to give him / them three months notice to vacate the said premises.
23. The licensee shall on revocation or termination of this license handover peaceful possession of the said premises to the IGNOU in as good condition as they were in at the date of license, normal wear and tear expected.
24. If the license fee/rent hereby reserved or any part hereof shall at any time be in the arrears or remain unpaid after the due date or if the licensee at any time fails or neglects to perform or observe any of the terms and conditions and covenants herein contained and on his / their part to be observed and performed in any such case the IGNOU may, without prejudice to its other rights by giving three months notice in writing to the licensee determine the license and enter upon the said premises or any part thereof in the name of the whole and that the licensee shall upon such determination peacefully give up possession of the said premises without any right to compensation whatsoever and thereupon this license shall absolutely determine without prejudice any antecedent breach of terms and conditions and covenants on the part of the licensee.

25. This license shall stand ipso-facto determine, without any right to compensation whatsoever to the licensee, in any of the following events, that is to say :
- (i) If the licensee being an individual or if individual or if a firm, any partner in the license firm dies, or at any time be adjudicated insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for liquidation or composition under any Insolvency Act, for the time being in force or make any conveyance or assignment of his effects or enter in to any arrangement for composition with his creditors to suspend payment or shall introduce a New Partner or shall change the constitution of the partnership or if the firm be dissolved under the Partnership Act, or
  - (ii) If the licensee being a company shall pass a resolution or a court makes an order for its liquidation or a receiver or manager on behalf of the debenture holders is appointed or circumstances arise which entitle the court or debenture holders to appoint a receiver or manager. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or accrue shall thereafter to the IGNOU.
26. The licensee shall make use of the said premises for business purposes only and in doing so, shall keep the verandah in front of the said premises, the compound and land or bye lane of the market vacant, neat and clean. If at anytime it comes to the notice of the IGNOU that the verandah in front of said premises of the compound or land or bye lane of the market is being used by an unauthorized person with the convenience of the licensee or that the licensee had put-up any hoarding, showcases, etc. stacked any goods in the verandah, compound; lane or bye lane of the market or is carrying on any activities in the verandah, compound land or bye lane of the market, which obstruct normal movement of customer or other licensee or which cause nuisance to other licensee, the IGNOU shall be entitled forthwith to determine the license without assigning any reason and to claim damage at such rates as may be decided by the IGNOU.
27. The allotment of the shop is being made for a period of two years w.e.f. \_\_\_\_\_. The IGNOU can, however, consider renewal of the license for a further period with the like terms permitting further renewal. The license can be further renewed on the terms and conditions as mutually agreed upon by the parties in writing.
28. The IGNOU shall have the absolute right to terminate the license without payment or any compensation to the licensee.
29. Authority: No communication, certificate, letter or any other document issued for IGNOU shall have any effect for this contract unless it is issued by the Registrar (Admn).

IN WITNESS WHEREOF the parties hereto have put their hands the day and year first hereinabove written.

SCHEDULE

Business Centre Shop, IGNOU Campus, Maidan Garhi, New Delhi -110068.

**(FIRST PART)**

Signed by the Registrar (Admn), IGNOU,  
For and on behalf of IGNOU

In the presence of :

(1). Name \_\_\_\_\_  
Address \_\_\_\_\_

(2). Name \_\_\_\_\_  
Address \_\_\_\_\_

**(SECOND PART)**

Shri / Smt. \_\_\_\_\_,

S/o \_\_\_\_\_,

Residing at \_\_\_\_\_  
\_\_\_\_\_

In the presence of :

(1). Name \_\_\_\_\_  
Address \_\_\_\_\_

(2). Name \_\_\_\_\_  
Address \_\_\_\_\_



**AFFIDAVIT**

(On Rs. 10/- Non- Judicial stamp paper duly notarized by authorized notary)

**INDEMNITY BOND**

To

The Registrar (Admn)  
Indira Gandhi National Open University (IGNOU),  
IGNOU Campus, Maidan Garhi,  
(New Delhi – 110068).

In consideration of the IGNOU having agreed to grant me a license of Business Centre Shop, IGNOU Campus, Maidan Garhi, (New Delhi – 110068).

I, \_\_\_\_\_, S/o \_\_\_\_\_, residing at \_\_\_\_\_

Licensee of the said shop do hereby agree and undertake to indemnify and keep harmless the Indira Gandhi National Open University (Here-in-after referred to as the “IGNOU”) from any claim which may be made by person whatsoever to the aforesaid shop and shall pay to the IGNOU all costs between attorney and client and all charges, losses, damages and expenses that shall or may have been incurred by occasioned to the IGNOU or any of the officers of IGNOU by reason of or consequent upon the grant of the said license to me. AND FURTHER, I shall from time to time and at all times hereafter secure and sufficiently save, defend, keep harmless and indemnify the IGNOU officers and servant of the IGNOU and each and every of them from and against all manner of action and actions, suit and suits, other legal proceedings, costs, charges, damages and expenses whatsoever which shall or may at any time or times hereafter be brought, commenced by any persons or body corporate whosoever or whatsoever against or happen to be occasioned to the IGNOU or any of the officers or servant of the IGNOU for or an account of, in respect of by reason of or consequent upon the grant of the said license of the aforesaid shop to me, PROVIDED always and it is hereby expressly declared and agreed that in the defense and prosecution of any action, suitor other legal proceeding herein before referred to the IGNOU shall not be responsible or accountable to me for any act, omission or mistake in the defense proceedings and the IGNOU, its officers and servants shall be required to do such acts and take such steps only, as shall in that behalf be approved and advised by the Law Officers of the IGNOU.

As witness may hand this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Deponent  
Date

**FORMAT OF QUOTATION FOR TECHNICAL BID  
(Technical Bids)**

1. Name of the Firm:
2. Address:
3. Type of the ownership of the Firm (e.g. Sole Proprietorship, partnership etc.):
4. Whether Registration Certificate from local authority attached (In case of Firm/Parties, attachment of copy required) : Yes/ No
5. Whether Profit & Loss Statement/ITRs of the last three years attached (attachment of copy required): Yes/ No
6. Whether Experience Certificate minimum 05 years of photocopy shop in a reputed Institute/Area attached (In the form of an affidavit duly attested by a gazetted officer, attachment of copy required) : Yes/ No
7. TIN number/GST No./PAN No.:
8. Whether copy of the Registration Certificate attached (if registered under Partnership Act, 1932, attachment of copy required) : Yes/ No
9. Whether copy of the partnership Deed/ Companies registration attached (if applicable, attachment of copy required): Yes/ No
10. Landline/Mobile No.:
11. Authorized Signatory (Name and Designation):

All the terms & conditions mentioned in the tender document is acceptable to the Firm/me. I undertake that my bid may be rejected if found that any false/ incorrect information has been presented/ provided by us.

Signature of the authorized signatory and seal

**(FOR REFERENCE ONLY)**

**Annexure-IV**

**FORMAT OF QUOTATION FOR FINANCIAL BID  
(Financial Bids)**

**PRICE SCHEDULE**

1. Monthly License Fee/Rent offered for Rs. \_\_\_\_\_

**EARNEST MONEY DEPOSIT**

Name of the Parties/ Firms/ Individuals \_\_\_\_\_

Details of Earnest Money Deposit :

1. Total online EMD Amount : Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_ in words)

Details of each online EMD submitted :

S.No.	Amount	Name of the Bank	Transaction ID.	Date
1				

**Date :**