

INDIRA GANDHI NATIONAL OPEN UNIVERISTY
MAIDAN GARHI, NEW DELHI – 110068.

TENDER NO. : _____

DATE OF ISSUE : 25-03-2015	
AMOUNT PAID RS.	100/-
RECEIPT No.	
Date :	

Tender Document

M/s.....
.....
.....

Sub.: Empanelment of Taxi Cars provider for hiring of Petrol / Diesel/CNG Cars (Without Driver) (Model: 2013 onwards) for Official use of Indira Gandhi National Open University for 2400 kms, 240 Hrs. and 3000 kms., 300 hrs. at Maidan Garhi, New Delhi – 110 068.

Sealed limited tenders are invited under two bid system for empanelment of Taxi service provider for hiring of Petrol/ Diesel/CNG Vehicle for a period of one year (Without Driver). The estimated cost of contract during the year is likely to be around Rs.17.00 Lakhs extendable further for one more year. In case your firm / agency is interested, please give your lowest rates under sealed cover in the enclosed proforma. The details are hereunder:

- Annexure –I : Instructions for Tenderers & General Conditions of Contract.
- Annexure –II : Technical Bid
- Annexure –III : Financial Bid
- Annexure –IV : Affidavit – (To be submitted on non-judicial stamp paper of Rs. 50/- duly certified by notary public alongwith Technical Bid & Detail of Vehicles offered.)
- Annexure - V : Agreement for hiring of DLY Taxis
(COMMERCIALLY LICENSED VEHICLE)
- Annexure – VI : Check list

Please note that Annexure-I - "Instructions to Contractor and General Conditions of Contract" is to be returned to us in token of acceptance of the terms and conditions of the contract, by signing each and every page of the document, without which the tender will not be considered.

Yours sincerely,

(REGISTRAR)
(Administration)

Signature & Seal of Tenderers

Page 1 of 16

Terms & Conditions

- 1 The rate include all major/minor repairs, servicing of vehicles cost of Petrol oil & lubricants and all other consumable required from time to time. All taxes, duties, incidental charges penalties etc. as imposed by Central/State/Local Govt. bodies for running of vehicles, statutory recoveries on account of income tax and other tax as applicable shall also be made from running account bills.
2. As per GOI (Ministry of Finance) Circular No. 172/7/2013-ST dated 19th September, 2013 rules "i.e. Services provided to an educational institution is exempted from service tax, Therefore IGNOU is exempted from Service Tax. The tenderers are requested to quote their rates without Service Tax.
- 3 If the vehicle is not in working condition, an alternative vehicle in good condition should be temporarily made available to the [IGNOU](#), failing which vehicle will be hired from Open Market and cost incurred therein made for it will be recovered from the dues payable to the Agency in addition to non payment of hiring charges for the period of break down.
- 4 The vehicle could be stationed at [IGNOU, Maidan Garhi, New Delhi](#) or any station as per direction of officers of [IGNOU](#). The vehicle may be out of [Delhi](#) for few days also for which no separate payment will be made.
- 5 Log Book shall have to be maintained.
- 6 Payment of Hire charges will be made once in a month in the form of cheque after the verification of Log Book as necessary by [IGNOU Official](#), after deducting taxes etc. as per rule.
- 7 Description of the Vehicle i.e. (a) Make (b) Registration Number (c) Year of manufacture (d) Copy of Road Tax clearance token (e) Fitness Certificate will be required to be submitted to the [IGNOU alongwith Technical Bid](#).
- 8 The vehicle should be insured against accident etc. as per rules and statutory obligations. (Enclose copy).
- 9 The model of vehicle has to be of Indian make only.
- 10 The Vehicle should be in good fettle always.
- 11 The Vehicle will be hired for one year from the date of order and on satisfactory performance may be continued further for one more year, extended in writing.
- 12 The quoted rates (L-1) of the successful bidder (s) may also be offered to other technically qualified agencies to do the job on the L-1 quoted rates, in case of exigencies.

- 13 The seats of the vehicle should have good and clean cloth covers.
- 14 The vehicle shall move as per the direction of Controlling Officer appointed by IGNOU or other IGNOU Official as per requirement.
- 15 The rates of hire are inclusive of road tax, Govt. levies and other levies and charges for inspection certificates as per statutory requirement from time to time.
- 16 Toll Tax, Parking and Border tax will be reimbursed by IGNOU on actual basis.
- 17 IGNOU, would deduct the amount with respect to taxes and the contribution from the payment due and payable to agency as applicable under any State/Central Government in the manner and time and at the rates applicable from time to time, unless agency submits a specific certificate for non deduction of taxes under the applicable legislation.
- 18 The Tenderer should submit experience certificate for carrying out similar work with Government.
- 19 The IGNOU has right to accept or reject any or all Tenders & also reject/terminate the contract without assigning any reason at any time.

Date :
New Delhi :

INSTRUCTIONS TO TENDERERS AND GENERAL CONDITIONS OF THE CONTRACT

1 General Information:

- a On behalf of Indira Gandhi National Open University, the Registrar (Admn.) invites sealed limited tenders from reputed and experienced Transport Companies/Taxi operators for “Empanelment of Taxi Service provider for hiring of Petrol/Diesel/CNG Vehicle – (Model: 2013 onwards) for official use of Indira Gandhi National Open University for 2400 kms and 240 Hrs. and 3000 kms., 300 hrs. on monthly basis for a period of One Year”, as per the Specifications/Schedule of Requirements (Annexure –I) of the Tender Document. The empanelment can be extended further for one more year on mutual consent.
- b 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. No correspondence will be entertained in this regard. The Contractor 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.
- c Tenderers are advised to study the tender document carefully. Submission of the bid shall be deemed to have been done after careful study and examination of all instructions, eligibility, forms, terms and requirement specifications in the tender document with full understanding of its implications. Failure to furnish all information required in the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the bidder’s risk and may result in the rejection of the bid.
- d Any failure on the part of the contractor to observe the prescribed procedure and any attempt to canvass for the work will pre-judice the contractor’s quotation.
- e The IGNOU reserves the right to accept or reject any tender without assigning any reason thereof.

2 Submission of Tender:

The tender complete in all respects should be addressed to the Registrar (Admn.), IGNOU, so as to reach on or before the last date of submission on **17-04-2015** up to 03.00 p.m. in Room No. 13, Block No. 4, Maidan Garhi, New Delhi – 110068. The technical bid will be opened on the same day at 3.30 p.m. Financial bids of the tenderers who are qualified in the technical bid will be opened at a later date.

3 **Submission of Offer:**

- a 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 Taxi without Driver (Monthly Basis)". The second cover should be superscribed "Financial Bid for Taxi without Driver (Monthly Basis)". The bid shall remain valid for 90 days.
 - b Both these envelopes, after being sealed, shall be put into a third envelope, which should be properly sealed before it is sent/ submitted. This envelope shall be superscribed "Empanelment of Taxi without Driver (Monthly Basis)" and sent to the Deputy Registrar at Room No. 13, Block-4, IGNOU, Maidan Garhi, New Delhi 110 068 by the due date and time.
 - c Envelope No. (1) shall contain all the Technical details etc. The Earnest Money Deposit, duly signed & stamped Instructions to Tenderer & Conditions of Contract (Annexure – I), Technical Bid (Annexure II) alongwith the document in support of Technical/ eligibility criteria such as registration particulars, copy of PAN number etc. issued in favour of tenderer, an Affidavit on Rs. 50/- non-judicial stamp paper duly notarized by a Notary Public as per enclosed Proforma (Annexure – IV) and Tender Fee (if applicable) shall also 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.
 - d In the financial bid, 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 a discrepancy between the price/ information quoted in words and figures, the price/ information quoted in words shall prevail.
 - e Each page of the offer shall be numbered and will bear the signature of the Contractor at the bottom with stamp. All offers shall be either typewritten or written neatly in indelible ink. Any correction should be properly authenticated.
 - f Tenderers are also required to submit photocopy of RC of each Taxi alongwith Annexure-II. Where the vehicles are taken on lease from other agency/individual, the lease should be valid for the period of contract and copies of lease agreement should be attached with the tender. The University reserves the right to verify each document.
 - g All entries in the tender form should be legible and filled clearly, If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In no case should there be any change in the format of the financial bid. In such cases, the tender shall be summarily rejected. However, the cutting, if any, in the Technical Bid Application must be properly attested by the person authorized to sign the tender bids.
- 4 The "Technical bid" shall be opened in the first instance in the presence of Contractors or their authorized representatives. Financial bid will be opened at a later date. Only one authorized representative per Contractor will be permitted to be present at the time of opening of the tender. The representative attending the opening of the tender on behalf of the tenderer should bring with him a letter of authority from the tenderer and proof of identification.

- 5 The various crucial dates relating to “Tender for empanelment of taxi services” are cited as under:
- a Date of issue of Tender Document : **25-03-2015**
 - b Last date and time submission of Tender Document:
Up to 1500 hours on : **17-04-2015**
 - C Last date for pre bid clarification : **16-04-2015**
 - d Date and time for opening of :
 - i Technical Bid : At 1530 hours on : **17-04-2015**
 - ii Financial Bid : At later stage
- 6 Conditional bids shall not be considered and will be outrightly rejected in very first instance
- 7 The University will not be responsible for any postal delay. Only one tender should be kept in one cover.
- 8 **Signing of Tender:**
- (a) Individual signing the tender or other documents connected with contract must specify whether he signs as:
 - (i) A “Sole proprietor” of the concern or constituted attorney of such sole proprietor
 - (ii) A partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.

In case of partnership firms, a copy of the partnership agreement or general power of attorney duly attested by a Notary Public should be furnished on stamped paper duly sworn and affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the Certificate of registration of firm should also be enclosed along with the Financial/Technical bid.

In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the tender and all other related documents must be signed by all partners of the firm.

 - (iii) Director or principal office duly authorized by the Board Directors of the Company, if it is Company.
 - (b) A person signing the bid form or any documents forming part of the bid on behalf of another person should have an authority to bid such other person and if, on enquiry it appears that the persons so signing had no authority to do so, IGNOU may, without prejudice cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil

and criminal remedies available.

(c) The tenderer should sign and affix his/his firm's stamp at each page of the tender on all its Annexure.

9 In case the tender submitted by the Contractor is accepted by the IGNOU and the contract is awarded to the Contractor, then the Contractor shall within the fifteen (15) days of acceptance of his tender execute an agreement with the IGNOU on Rs.100/- stamp paper incorporating all the terms and conditions under which the IGNOU accepts his tender.

10 **Background Information:**

(a) The Contractor shall provide the names of the customers to whom similar services were provided in the past three years (copies of the Purchase Order to be enclosed), along with the supporting documents, if required, while submitting the technical bid.

(b) In case, the Contractor feels necessary to provide any additional information, they may give on a separate sheet and enclose it with Technical Bid.

11 **Compliance with the technical specifications:**

(a) Deviations from the specification, if any, shall be clearly indicated along with explanations.

(b) IGNOU may accept such specifications that ensure same or higher quality than the prescribed one. However, the decision of the IGNOU in this regard shall be final.

12 **Earnest Money Deposit:**

a The Earnest Money Deposit of Rs.5,000/- (Rupees Five thousand only) will have to be furnished by all tenderers. The Earnest Money Deposit is to be submitted by way of Demand Draft only from any Public Sector/ Scheduled Bank drawn in favor of 'IGNOU' payable at New Delhi.

b The EMD will be refunded to the unsuccessful bidder(s) only after finalization of the tender. However, in case of successful bidder it will be refunded only after receipt of the Security Deposit. Any tender not accompanied by EMD shall be summarily rejected.

c No Interest shall be paid by the IGNOU on the EMD for the above said

d The EMD deposited is liable to be forfeited if the Contractor changes the terms & conditions or prices or withdraws his quotation subsequent to the date of opening or fails to accept the order when placed or fails to provide the services after accepting the order.

e If the successful tenderer (Contractor) fails to furnish a Security deposit, on terms and conditions laid down by the IGNOU, then the Earnest Money shall be forfeited by IGNOU.

13 **Evaluation of Offer:**

- a Tender will be short listed by a duly constituted Tender Evaluation Committee (TEC) and if considered necessary, TEC may decide to visit and inspect the facilities. The Financial Bid of only technically short listed tenderers shall be opened in the presence of the tenderer or their authorized representative, if they like to be present on a specified date and time, which will be communicated to the short listed Contractors.
- b The IGNOU reserves the right to select the Contractor 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 Contractor to bring pressure of any kind may disqualify the Contractor for the present tender and the Contractor may be liable to be debarred from bidding for IGNOU tenders in future for a maximum period of three years.
- c The decision of IGNOU regarding evaluation/fulfillment of eligibility criteria shall be final and binding.

14 **Acceptance of Tender:**

IGNOU reserves the right to cancel the tender or postpone the tender and to accept/reject any or all tender without assigning any reason thereof and the tenderer will have no right to appeal against it.

15 **Effect and Validity of Offer:**

- a The contract shall be initially valid for acceptance for a period of one year from the date of award, which can be extended for one more year on mutually agreed terms or for such period and on such terms & conditions as may be deemed fit and proper by IGNOU, in writing.
- b If any tenderer withdraws his tender within the validity period or makes any modifications in terms and conditions of the tender and/ or rates after submission of tender which are not acceptable to IGNOU or does not start the work within stipulated period from the date of issue of letter of acceptance, then IGNOU shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money deposited by the tenderer. In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.
- c 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 Contractor, failing which the tender is liable to be rejected.

16 **Security Deposit:**

- a The successful Contractor(s) shall within 15 days of receipt of our award of contract, submit a Security Deposit @ Rs.25,000.00 (Rs. Twenty Five Thousand Only) in the form of Demand Draft/FDR/Bank Guarantee in favor of "IGNOU", New Delhi, for satisfactory completion of the order. The Performance Security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the contractor.
- b In case the contract is further extended beyond the initial period, the security deposit will have to be accordingly renewed by the successful tenderer(s).
- c Failure to furnish Security Deposit shall be treated as breach of contract and entail cancellation of the contract, forfeiture of EMD. The University shall further be entitled to make other arrangements for the services contracted

for at the risk and expenses of the Contractor and/or to recover from the Contractor the damages arising from such cancellation.

- d If the successful Contractor / contractor, upon receipt of the work order, is not able to provide the service completely within the specified period to the complete satisfaction of the IGNOU, the IGNOU reserves the right to invoke the relevant clause of the tender and forfeit the Deposit Security.
- e No interest shall be paid by IGNOU on the Performance Security.

17 **Penalty :**

- (a) Failure to provide the required number of vehicles to the University will attract penalty of Rs. 100/- per day per vehicle subject to a maximum of Rs. 500/- per day.
- (b) Failure to provide the service and/or stoppage of service without giving advance notice as mentioned above can cause cancellation of the contract and forfeiture of the performance security.
- (c) If the vehicle is out of order, an alternative vehicle in good condition should be temporarily made available to the IGNOU, failing which vehicle will be hired from Open Market and actual payment made for it will be recovered from the dues payable to the Agency in addition to non payment of hiring charges for the period of break down.

18 The Agency shall not assign or sublet the work or any part of it to any other person.

19 The rates offered will be valid for the period of contract. No request for revision of rates during the period of contract will be entertained. Upward change in rates will not be considered due to any hike in petrol/diesel/prices or taxes.

20 **Termination & Cancellation of Contract:**

- (a) The contract can be terminated by either side by giving one month's advance notice but this will be at liberty of IGNOU. In case of unsatisfactory service/serious complaints the contract can be terminated by the University by giving one month's advance notice.
- (b) Failure to provide the service and/or stoppage of service without giving advance notice as mentioned above can cause cancellation of the contract and forfeiture of the security deposit.

21 **Dispute Resolution & Jurisdiction:**

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 30 days, failing which only courts at Delhi will have the jurisdiction to adjudicate upon the matter.

TECHNICAL BID

1. Name of firm: :
2. Complete address with Telephone Nos.: :
3. Registration No. of firm (Taxi Stands/MCD/Tour & Travel Association) :
4. Name of the registered owner of the Car :
5. Pan No. / Tax Certificate etc. :
6. Total No. of vehicles available (Copy of RC & Insurance must be attached) for each vehicle :
7. Demand Draft No./Date/Name of the Bank (EMD) :
8. Copy of Lease Agreement (if applicable)
9. Experience (credential to undertake similar work with Govt. Deptt./PSU/Autonomous Bodies for the last 3 years, attach copies of award letter) :
10. Copies of the current Insurance coverage of Vehicles
11. Other information, (if any) :

I confirm to supply minimum five vehicles at any time to IGNOU and understand that I have read the terms and conditions enclosed and understand that in case of any of the statement furnished by the undersigned is found to be false or if any / all the terms and conditions are not complied with, the tender is liable to be cancelled by the University. I agree that the decision of the IGNOU in this regard would be final and binding on the tenderer.

Date:

Signature & Seal of Tenderers

DETAILS OF THE VEHICLE OFFERED

1. Model and make
2. Vehicle Registration No.
3. Chassis No.
4. Engine No.
5. Capacity (cc/Horse Power (HP)
6. Year of manufacture
7. Colour of the car
8. Seating capacity
9. Road Tax, Clearance Yes / No
10. Fitness certificate Yes / No
11. AC and Heater
12. Car Stereo
13. Seat Covers & Loose Covers
14. Cabin Reading Lights
15. Fog Lights
16. Carpet & Mat
17. Tyres (NEW)
18. Car Perfume
19. GPS

Date:

Signature & Seal of Tenderers

INDIRA GANDHI NATIONAL OPEN UNIVERISTY
MAIDAN GARHI, NEW DELHI – 110068
Phone: 29571413, 29533334 Fax : 29532312
Email: rajarajkumar@ignou.ac.in Website: www.ignou.ac.in

FINANCIAL BID

Tender No.

Date:...../...../.....

Name of the Work: **Hiring of five Vehicles (Without Driver) with AC Indian make similar type Car for Official use of IGNOU).**

Sl. No.	DESCRIPTION OF WORK	Name of the Vehicle/Model With AC	Rate in Rs. (Inclusive of all charges) Per Month per Vehicle for 2400 kms and 240 Hrs.	Rate in Rs. (Inclusive of all charges) Per Month per Vehicle for 3000 kms. and 300 Hrs.
			without Driver	
1.	Indian make (Petrol / Diesel / CNG 2013 and above model) on monthly hire to be used as Staff car for IGNOU. The rates includes fuel, all taxes, license, fee, repair and maintenance cost etc. complete in all respects. (Toll tax, Parking will be paid by the IGNOU extra).	A. (Upto 999 cc)		
		B. (More than 1000 cc – 1199 cc)		
		C. (1200 cc or Above)		

- NOTE:** 1. IGNOU shall pay for (a) extra hours @ Rs.40/50/75 and (b) extra kms. @ Rs.8.50/10/13 for the vehicles falling under above categories A/B/C respectively.
2. If Driver employed by the Agency on consent of IGNOU the salary of Driver will be paid by IGNOU, as per minimum wages for skilled manpower as prescribed by the Ministry of Labour and Employment from time to time.

Signature & Seal of Tenderers

AFFIDAVIT

(To be submitted on non-judicial stamp paper of Rs. 50/- duly certified by notary public)

I,.....S/o Sh....., agedyears, R/o....., do hereby solemnly affirm and declare as under:-

- 1. That I am the Proprietor / authorized signatory of M/s having Head Office /Registered Office at.....
- 2. That the information / documents / Experience certificates submitted by M/s..... along with this tender for “..... (Please specify the Name of Work”) in IGNOU are genuine and true and nothing has been concealed.
- 3. That I will adhere to the time schedule and are in possession of required infrastructural facilities to the quantum of paper asked by the University in the tender document.
- 4. I shall have no objection in case IGNOU verifies them from issuing authority (ies), I shall also have no objection in providing the original copy of the document(s), in case IGNOU demands it for verification.
- 5. I hereby confirm that in case, any document, information &/or certificate submitted by me is found to be incorrect/false/fabricated, IGNOU at its discretion may disqualify / reject my application for this tender out rightly and also debar me / M/s..... from participating in any future tenders.
- 6. I hereby confirm that there is no vigilance/CBI case pending against the firm/ supplier and the firm has not been blacklisted in the past in any institution of the country.

DEPONENT

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

Verified atthis.....day

Of.....

DEPONENT

(Signature & Seal of Notary)

**AGREEMENT FOR HIRING OF DLY TAXIS
(COMMERCIALY LICENSED VEHICLE)**

This AGREEMENT made on this _____ day of _____

_____ between the INDIRA GANDHI NATIONAL OPEN UNIVERSITY, a Central University established by an Act of Parliament having its head quarter at Maidan Garhi, New Delhi-110068 (hereinafter referred to as IGNOU) of the ONE PART.

And

M/s _____ at _____

_____ (hereinafter referred to as Contractor) of the OTHER PART.

on-judicial stamp paper _____

WHERE AS the IGNOU is desirous of hiring the transport service on case-to-case basis at IGNOU Headquarter at Maidan Garhi, New Delhi and where as the contractor has offered to provide the transport service on the terms and conditions herein after stated.

1. Terms & Conditions

- a. The rate include all major/minor repairs, servicing of vehicles cost of Petrol oil & lubricants and all other consumable required from time to time. All taxes, duties, incidental charges penalties etc. as imposed by Central/State/Local Govt. bodies for running of vehicles, statutory recoveries on account of income tax and other tax as applicable shall also be made from running account bills. As per GOI (Ministry of Finance) Circular No. 172/7/2013-ST dated 19th September, 2013 rules “i.e. Services provided to an educational institution is exempted from service tax, by way of –“auxiliary educational services”. Applicability of Service Tax will be as per extant Govt. Guidelines.
- b. If the vehicle is out of order, an alternative vehicle in good condition should be temporarily made available to the **IGNOU**, failing which vehicle will be hired from Open Market and actual payment made for it will be recovered from the dues payable to the contractor in addition to non payment of hiring charges for the period of break down.
- c. Payment of Hire charges will be made once in a month in the form of cheque after the verification of Log Book as necessary by **IGNOU Official**, after deducting taxes etc. as per rule.
- d. The model of vehicle to be supplied will be, (Petrol / Diesel/ CNG Engine) in Indian make only.
- e. The Vehicle should be in good fettle always.
- f. The Vehicle will be hired for one year from the date of commencement of contract and on satisfactory performance may be continued further for one more year.
- g. The vehicle shall move as per the direction of Controlling Officer or other

IGNOU Official as per requirement.

h. Toll Tax, Parking and Border tax will be reimbursed by IGNOU.

2. Penalty

- (a) Failure to provide the required number of vehicles to the University will attract penalty of Rs. 100/- per day per vehicle subject to a maximum of Rs. 500/- per day.
- (b) Failure to provide the service and/or stoppage of service without giving advance notice as mentioned above can cause cancellation of the contract and forfeiture of the performance security.
- (c) If the vehicle is out of order, an alternative vehicle in good condition should be temporarily made available to the IGNOU, failing which vehicle will be hired from open Market and actual payment made for it will be recovered from the dues payable to the Agency in addition to non payment of hiring charges for the period break down.

3. Termination & Cancellation of Contract:

- (a) The contract can be terminated by either side by giving one month advance notice but this will be at liberty of IGNOU. In case of unsatisfactory service/serious complaints the contract can be terminated by the University by giving one month's advance notice.
- (b) Failure to provide the service and/or stoppage of service without giving advance notice as mentioned above can cause cancellation of the contract and forfeiture of the security Deposit.

4. Dispute Resolution & Jurisdiction:

In case of any dispute arising out this agreement that same shall be resolved initially by mutual discussion between the parties within a period 30 days. The Registrar (Admn.) will be the arbitrator in any dispute, and the decision of the Registrar (Admn.) shall be final and binding on the agency and shall not be questioned by him in any manner, failing which only courts at Delhi will have the jurisdiction to adjudicate upon the matter.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

For and on behalf of

Indira Gandhi National Open University, Maidan Garhi, New Delhi-110068

For and on behalf of

The contractor_____

WITNESS

1.

2.

CHECK – LIST

1. Please check that you have submitted the Earnest Money Deposit 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 with stamped 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 your 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.
10. Please check that affidavit should be submitted alongwith the technical bid.
