

**INDIRA GANDHI NATIONAL OPEN UNIVERSITY  
 ADMINISTRATION DIVISION  
 (GENERAL ADMINISTRATION)  
 MAIDAN GARHI, NEW DELHI-110068**

F. No. IG/Admn/GA/BusTender/138/2023/

**Dated: February, 2023**

Online bids (Technical & Financial), valid for a minimum period of 180 days from the date of opening of technical bids, from eligible bidders are invited for and on behalf of the Competent Authority, IGNOU for providing CNG School Bus services for running from IGNOU Campus, Maidan Garhi, New Delhi-110068 to KVS via IIT/JNU:

Name of Work	Providing CNG School Bus services for running from IGNOU Campus-110068 to KVS via IIT/JNU.
Estimated Cost of Tender (two years)	<b>Rs.16,00,000/-</b> (Rupees Sixteen Lakh Only)
Earnest Money Deposit to be submitted online only through CPP portal in the following Bank Account:  Bank Account No: 2257000100017009 IFSC Code: PUNB0225700 Name of the Bank: Punjab National Bank Address of the Bank: IGNOU, Maidan Garhi New Delhi -110068	<b>Rs. 48,000/-</b> (Rupees Forty Eight Thousand Only)
Security Deposit	<b>03%</b> of Tender value (for the successful L1 only)
Date of Publishing	<b>13/03/2023</b> : 10:00hrs.
Clarification Start Date and Time	<b>13/03/2023</b> : 10:30hrs.
Clarification End Date and Time	<b>15/03/2023</b> : 13:30hrs.
Queries (if any)	Contact No. 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
Bid Submission Start Date	<b>15/03/2023</b> : 17:00hrs.
Last Date and time of uploading of Bids	<b>03/04/2023</b> : 11:00hrs.
Date and time of opening of Technical Bids	<b>04/04/2023</b> : 15:00hrs.
Date and time of opening of Financial Bids	Will be separately notified for Technically shortlisted/qualified bidders
Note: if there is difference in date and time mentioned above and mentioned anywhere in tender document. the above dates should be treated as final.	

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

**MANUAL BIDS SHALL NOT BE ACCEPTED**

Bidders should regularly visit the website to keep themselves updated.

**INDIRA GANDHI NATIONAL OPEN UNIVERSITY  
ADMINISTRATION DIVISION  
(GENERAL ADMINISTRATION)  
MAIDAN GARHI, NEW DELHI-110 068**

F. No. IG/Admn/GA/BusTender/138/2023/

Dated: February, 2023

***E-TENDER NOTICE***

**Empanelment of Transporters for providing School Bus (CNG)**

E-tender is invited online from reputed, experienced and financially sound Tours and Travel Agencies or Firms located in Delhi/New Delhi for Indira Gandhi National Open University (an Autonomous body under the Ministry of Education, Govt. of India), Maidan Garhi, New Delhi-110068 in two bid system (*i.e. Part-I: Technical Bid and Part II: Financial Bid.*) for empanelment of Transporters for providing CNG Bus services for the use of carrying children from IGNOU Campus to KVS via IIT/JNU and vice-versa, initially for **02 years**. The Contract may be extended further for one year at a time subject to mutual agreement on the same terms and conditions in writing.

2. The detailed tender documents can be downloaded from the website “<https://eprocure.gov.in/eprocure/app>” or [www.ignou.ac.in](http://www.ignou.ac.in) with effect from \_\_\_\_\_.

Process of Online Submission of Bids:

- (a) The interested firms/party may apply online and submit their tender application at <https://eprocure.gov.in/eprocure/app> (Central Public Procurement Portal).
- (b) Applications to this tender will be accepted only through the online mode. No other mode of application will be considered & application will not be accepted.

**Registrar (Admn.)**

BID DOCUMENT  
NOTICE INVITING E-TENDER

F. No: IG/Admn./GA/Tender/BusTender/138/2023/

Dated: February, 2023

### **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 contact 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 (Monday to Friday)** 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 <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. 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.
3. 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.
4. The IGNOU may, at its own discretion, alter/extend the last date for submission of tenders.
5. The successful bidder will be required to execute an agreement in the format prescribed by IGNOU.

## Criteria for evaluation of bids

The bidders who qualify the parameters of the technical bids shall be evaluated on the financial bid criteria. The bidder who shall quote the lowest rate for the bus services given in the **Annexure -2** of the tender documents shall be selected for agreement. In case of more than one bidder quoting the same rate the bidder who has higher experience in the technical bid shall be selected.

## SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. School bus shall ply/run from IGNOU Campus to KVS via IIT/JNU (Approx. 30 Km) to and fro.
2. Bus is required for carrying children of the employees from Maidan Garhi Residential Complex to the Schools (KVs) situated in JNU/IIT. The services of the Bus shall be required according to the School timing/schedule. **During the vacation period, the services of the bus shall not be required and the payment of the vacation period shall not be paid to the bidder.**
3. **Earnest Money:**
  - a) The Earnest Money Deposit of Rs.48,000/- (Rupees Forty Eight Thousand only) will have to be deposited through online mode/ online transfer in the IGNOU's Account.
  - 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 Performance Security. 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 period.
  - d) The EMD deposited is liable to be forfeited if the Contractor unilaterally withdraws his offer or unilaterally amends, impairs or rescinds his offer within the period of its validity.
  - e) If the successful bidder (Contractor) fails to furnish a Performance/ Security Deposit, on terms and conditions laid down by the IGNOU, then the Earnest Money shall be forfeited by IGNOU.
4. **Performance Security:**
  - a) The successful bidder will have to submit a performance security for an amount equivalent to **03%** of the tender cost in the form of DD/FD/BC/BG. The Performance Security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Agency/bidder. The successful Agency/contractor has to renew the bank guarantee on same terms and conditions for the period of contract including extension, if any.
  - b) 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 to get the work done contracted for at the risk and expenses of the Agency and/or to recover from the Agency the damages arising from such cancellation.
  - c) If the successful Agency/Contractor, upon receipt of the Award/Work Order, is not able to provide service within the specified period to the complete satisfaction of the IGNOU, the university reserves the right to invoke the relevant clause of the tender and forfeit the Performance Security.
  - d) No interest shall be paid by IGNOU on the Performance Security.
5. Conditional bids shall not be considered and will be rejected summarily.

6. All entries in the tender form should be legible and filled clearly. If the space provided for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be scanned and uploaded. No correction either in the Technical Bids or Financial Bids is permitted. In no case should there be any change in the format of the Financial Bid. Agencies/bidders are cautioned that any disclosure of financial bid at the technical bid stage will make the quotation summarily rejected.
7. The financial bid of only those bidders will be opened who qualify in the technical bid. The schedule date /time for opening of financial bids would be intimated later.
8. The bidding Agency has to give a self-certificate to the effect that it has not been blacklisted by any University/Department, PSUs or Banks, etc. The certificate has to be scanned and uploaded along-with the tender documents. If it is subsequently established or found that the bidding Agency has given any false information or facts or has suppressed facts or manipulated the documents, etc. the earnest money deposit or the performance security deposit, as the case may be, will be forfeited and no excuse what so ever will be entertained therefore.
9. No bidding Agency/Bidder will be allowed to withdraw its bid after technical bids have been opened. If any Agency/Bidder intends to withdraw after opening of technical bids, its EMD will be forfeited.

**ELIGIBILITY CRITERIA for Technical bid:**

1. The Agency/Bidder must have an average annual turnover of **Rs. 20 Lakhs** per annum during the last 03 years, ending 31<sup>st</sup> March of the previous financial year. Documents relating to turnover (along with Income Tax Returns of the relevant years) must be uploaded with the Technical Bid.
2. The Agency/Bidder must have at **least 03 years of experience in the Tour and Travels Business** in providing Bus services to the Government/Semi Govt. Sections/ Autonomous Bodies/Private sector etc. Documents relating to experience (Experience letter issued by Organizations and the award letters issued by the organization) must be uploaded with the Technical Bid.
3. The Agency/Bidder should have at **least 05 Buses** registered in the name of the Agency. The copies of the RCs of the vehicles registered are to be uploaded with the technical Bid.
4. The Agency/Bidder should have (i) GST No. and (ii) PAN No. The copies of GST No. and PAN No. are to be uploaded with the Technical Bid.

## **TERMS AND CONDITIONS**

### **1. Scope of Responsibility and Services to be provided by the Contractor:**

#### **A. The contractor will ensure that:**

- i. The Buses run as per time schedule provided.
- ii. The Buses are kept neat and tidy. Proper dusting of the seats will be done everyday before the service starts.
- iii. The Buses provided, carry valid Insurance and fitness certificate along with other necessary documents.
- iv. Services of responsible, well trained, good mannered and neatly attired Driver and Attendant / Conductor possessing licenses as required by the transport department, are provided.
- v. The Buses report / depart as per time schedule provided. The Buses are properly maintained and all door / window shutters properly fitted.
- vi. For any reason Buses with route permits are not engaged under this contract.
- vii. The contractor will ply his own/ leased Buses. Sub-contracting is strictly not permitted and can result in cancellation of the contract and forfeit of performance security.
- viii. The Contractor shall submit the monthly bill in the first week of successive month.
- ix. The Contractor shall abide by/ follow the advisory/guidelines issued by the CBSE vide its Circular No.CBSE/AFF/Circular-8/2017/1217401 dated 23/02/2017 and issued others from time to time:
  - a) School Buses should be painted yellow with name of the school written prominently on both sides of the bus.
  - b) School bus must be prominently written on the back and front of the bus carrying school children. If, it is hired bus, "On School Duty" should be clearly written.
  - c) The windows of the bus school be fitted with horizontal grills and with mesh wire.
  - d) GPS and CCTV arrangement should be made compulsorily in each school bus.
  - e) The School bus must have a First Aid Box and drinking water facility.
- x. After award of LOA, the Contractor is required to enter into a Contract with IGNOU on the terms and conditions as detailed in the tender document.

#### **B. Others:**

- i. Buses having permit for carrying school children only are engaged under this contract.
- ii. The buses must conform to all the specifications stipulated by the Supreme Court in its recently judgment.
- iii The buses and personnel employed should not be changed frequently, so that they recognize the children using the bus facility. The conductor will ensure that no child is left out in the school, before the buses leave the schools. The Conductor will count the head of the children on departure and bring back all the children.
- iv The bus will not be changed during the contract period in short intervals, as this creates confusion and causes inconvenience to children as well as parents.
- vi The Buses will carry the School children up to the main entrance of the School and will pick them up after the School timing from the main entrance.
- vii The Contractor will provide uniform / liveries to the staff to be employed / deployed as per the approved pattern and design at the Contractor's own cost.
- viii Smoking is strictly prohibited inside the vehicle. The Driver will not talk with the passengers/others/use mobile phone while driving.
- ix The Contractor shall take all precautionary measures in order to ensure the safety of the persons/ children traveling in the vehicle.

- x The Contractor shall assume all liabilities for and give to IGNOU the complete indemnity against all actions, suits, claims, demands, cost, charges, or expenses arising out of and in connection with any accident, death, or injury sustained by any of the persons/children travelling in the vehicle.
- xi The contractor will ensure periodic health check up of the personnel employed / deployed by him / her.
- xii The Contractor will ensure verification of Character & Antecedents of the people being employed / deployed and proper Identity Cards will be issued to them.
- xiii Any theft or damages caused by the Contractor's personnel shall be borne by the Contractor
- xiv The Contractor will prominently display the permit issued by the Transport Department (Delhi Administration).
- xv Contractor shall immediately on receipt of demand made from IGNOU, replace any person employed by him.
- xvi Liabilities whatsoever in respect of persons employed by Contractor shall be the sole responsibility of the Contractor.
- xvii Compliance of Rules like Minimum Wages Act, ESI Act, EPF Act, Income Tax Act, Service Tax Act, Labour law of Delhi Government or Central Government as on date in existence or revised / changed in future will be the responsibility of the Contractor only. In this regard, the Contractor will maintain the necessary books, register etc. as per Govt. rules.
- xviii The Contractor shall be responsible for the payment of wages and allowances and all statutory dues, as per rules, to the persons employed by him/ her.
- xix The Contractor will ensure that Conductor/Attendant take proper care of the children while boarding and alighting the bus.
- xx The Contractor will ensure that in case of break down, the coordinators/Security Unit are informed immediately and alternate arrangements are made by the contractor within the minimum possible time.
- xxi The Contractor will submit to GA Section, IGNOU, Passport size photographs, name, and addresses (Present and Permanent) of persons with landline number/mobile number who are put on service under the contract with IGNOU in the prescribed Performa and also submit photocopies of bus documents like RC book, insurance, fitness etc.
- xxii Any change in bus personnel employed will be intimated well in advance to General Admn Section, along with the details / documents.
- xxiii **The rate per km shall not be changed for initial one year. However, in the event of change of CNG price, the rate per km will be decided on mutually agreed terms from time to time.**

#### **C. Obligation of IGNOU**

IGNOU will nominate Officials as coordinators who can be contacted for day to day matters.

#### **D. Terms of Payment**

Payment to the Contractor will be made every month on receipt of pre-receipted bills from the Contractor as per contract after due verification of satisfactory services having been provided during the preceding month after due verification IGNOU Security Department. Deduction of all applicable taxes will be deducted from the bill as per rule Payment will be made by a crossed cheque in favour of the Contractor payable in Delhi or NEFT/RTGS.

#### **E. Penalty**

Deduction (the amount will be two time of the average cost) on account of unsatisfactory services and/or improper maintenance of the buses will be made from the monthly bills for the following reasons:

- a. Not providing the service on any day.
- b. Missing trip on any day (frequent missing trips will attract higher penalty including as decided by the Competent Authority)
- c. Non availability of Conductor on the Bus.
- d. Not maintaining the bus neat and tidy
- e. Providing bus not conforming to the requirements specified in this document
- f. Misbehavior by the Driver / Attendant / Conductor
- g. Over speeding
- h. Not adhering to the time schedule.
- i Failure to bring back all students who were dropped in the morning.
- j. Non availability of complaint/suggestion book in the vehicle.

#### **F. Termination of Contract**

- a) IGNOU will be entitled to terminate this contract without assigning any reason at any time by serving one month advance notice in writing to the contractor. All liabilities of the IGNOU under this contract shall cease on expiry of the said period of one month.
- b) IGNOU also reserves the right to cancel the contract without giving any reason at any time and /or to forfeit the EMD/Security Deposit in the event of non-commencement or unsatisfactory performance of the contract. In such eventuality, IGNOU further reserves the right to get the work done from the open market or through some other agencies and all the expenditure incurred including expenditure for indentifying such external agency shall be recovered from the contractor.
- c) The decision of the IGNOU with regard to any matter or anything concerning or arising out of the sub-clauses or any question whether the contractor or any of the partner(s) of the firm has committed a breach of any of the conditions contained in the sub-clause shall be final and binding on the contractor and the contractor cannot raise any objection thereto at any point of time.

#### **G. Complaints**

The contractor shall keep a suggestion/complaint book in every vehicle under contract to record any suggestion on performance of services and produce to IGNOU or its representative for perusal to ensure that prompt action has been taken on such complaints and measures taken to avoid their recurrence. The suggestion/complaint book will be prominently displayed in the vehicle. The contractor shall attend to all the complaints and take complete remedial measures as early as possible to the satisfaction of IGNOU. Non-availability of suggestion book will attract imposition of penalty.

#### **H. Mis-behavior of Employees**

The employees of the contractor shall maintain strict discipline, interact with staff members in a respectable manner and shall not use any violent, obscene, or offensive language while on duty. In case of misbehavior, IGNOU has the right to impose penalty/ terminate the contract.



## **I. INSOLVENCY AND BREACH OF CONTRACT**

The IGNOU may at any time, by notice in writing summarily terminate the Contract without compensation to the Contractor in any of the following event, that is to say:

- i) If the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a Receiver appointed on the Business or an order for administration of his estate made against him or shall take any proceeding for composition under Insolvency Act for the time being in force or make any conveyance or assignment or if the firm be dissolved under the partnership Act, or
- ii) If the Contractor commits any breach of Contract not herein specifically provided for:
- iii) Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue hereafter to the IGNOU and provided also that the contractor shall be liable to pay to IGNOU for any extra expenditure, which the university is hereby put to and the Contractor shall under no circumstances be entitled to any gain.

## **J. FORCE MAJEURE:**

Fire directly affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely IGNOU and the Contractor. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, IGNOU shall have the option of canceling this contract in whole or part at his discretion without any liability at his part.

The Contractor shall not be liable for forfeiture of its Performance Security, Liquidated Damages or Termination for Default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract/ Agreement is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to acts of IGNOU either in its sovereign or contractual capacity, wars or revolutions, fires, floods; epidemics quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Contractor shall promptly notify IGNOU in writing of such conditions and the cause thereof. Unless otherwise directed by the IGNOU in writing, the Supplier shall continue to perform his/her obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- i. The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots,
- ii. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.
- iii. The successful bidder shall be required to execute an Agreement on a Non-Judicial Stamp paper of appropriate value (the cost of stamp paper (Rs.100/-) shall be borne by the bidder) within 15 days of the receipt of the LOA. In the event of failure on the part of the successful bidder to sign the Agreement within the above stipulated period. The EMD shall be forfeited and the acceptance of the tender may be considered as cancelled.

## **K. SETTLEMENT OF DISPUTES AND JURISDICTION**

In case of any dispute, the same shall be resolved by mutual discussions between the parties within a period of 30 days failing which, only regular courts at Delhi/ New Delhi will have jurisdiction to adjudicate upon the matter.

**L. Evaluation of Offer**

- a) Firms/Operators/Transporters will be short-listed by a duly constituted Tender Evaluation Committee based on the information furnished in the Technical Bid. During the process, the committee may obtain opinion from the organizations, if considered necessary, where services are being provided by the said firms/operators/Transporters.
- b) The decision of IGNOU arrived at as above shall be final and representation of any kind shall not be entertained on the above.
- c) The Financial Bids shall be opened only for the technically short listed bidders as decided by the Committee. The technically qualified bidders will be informed regarding the date and time of opening of Financial Bids.
- d) Any attempt by any bidders to put pressure of any kind may disqualify the bidders for the present tender and the bidders may be debarred from bidding for any material / service in IGNOU in future.
- e) IGNOU shall have no obligation to convey the reason for rejection of any bid. It shall be open for IGNOU to reject even the lowest bidder in the interest of the University and no reason needs to be given thereof.

**PROFORMA FOR TECHNICAL BID**

SN	Particular	Relevant document to be uploaded/ submitted
1	Name of the Firm/Company /Agency with Address and contact number.	
2	GST and PAN Number	
3	Whether proprietorship Partnership/Ltd. Co. Name of Proprietor/Partner/Managing Director.	
4	Name & Designation of the authorized signatory.	
5	EMD of Rs.48,000/- to be submitted online only.	
6	Annual turnover and certified IT returns of the Agency for preceding 03 years (with proof).	
7	The Agency must have at least 03 years of experience in providing School Bus.	
8	The Agency must have 05 vehicles registered with the name of bus operator (Copies of RCs are to be uploaded)	
9	Self-Certificate declaring that the Agency has not been black listed by any Government Organization.	
10	Permit Number for carrying School Children (Upload the copy of the permit)	
11	Buses to be supplied should be registered on or after 2015 ( copy of the RCs must be provided).	

(Signature with name &amp; address)

**FINANCIAL BID**

1. Financial Bid for Bus (Route: *IGNOU Campus to IIT/JNU & back as per schedule*)

i) <b>Rate per month</b>	<b>Rs.</b> _____
--------------------------	------------------

(Signature with name & address)

# INDIRA GANDHI NATIONAL OPEN UNIVERSITY

## Schedule for School Bus

The timings of the School Buses will depend on the school timing fixed by the KVS. The timing for reporting / departure of the bus at Housing Complex in the morning and at the schools during noon will be fixed in consultation with the Coordinators/Gen. Admn. The buses will leave the housing complex so as to reach the schools five minutes before the start of the schools and will report at the schools five minutes before the close of the schools. The University will make all efforts to convey the changes in school timing, if any, well in advance. However, if KVS changes school timings with short notice, the agency will have to make necessary arrangements to suit the School timings.

During 2022-23, the school timings are as follows:

Summer            Morning 7:20 AM and Afternoon 1:40PM

Winter             Morning 7:50AM and Afternoon 2:10PM

**AGREEMENT for School Bus Services**

(To be signed on Rs 100/- Stamp Paper to be supplied by IGNOU)

This agreement is made and entered into at Delhi, this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between IGNOU, through the Registrar(Admn), having office at Maidan Garhi, New Delhi – 110 068, hereinafter called “IGNOU” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns in the office) of the ONE PART

AND M/s \_\_\_\_\_,

Having address at \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

hereinafter called “the Contractor” (which expression shall unless it be repugnant to the context or the meaning thereof shall mean and include the officer for the time being holding the said post and/or his successors in the office) of the OTHER PART.

WHEREAS the IGNOU has finalized a Tender for providing School Bus Services from the Contractor as per the rates quoted in the tender on the terms and conditions as detailed in the Tender Document.

AND WHEREAS the contractor has submitted a Tender, dated \_\_\_\_\_, with the IGNOU, for providing the Bus Services to IGNOU,

NOW THIS AGREEMENT WITNESSED AND AGREED TO BY THE PARTIES AS

HEREIN BELOW:

1. That the Contractor agrees to provide School Bus services to IGNOU, and the IGNOU agrees to pay the charges as agreed upon by the contractor in his tender.
2. The Contractor agrees to provide the School Bus services for a minimum period of 02 years w.e.f. \_\_\_\_\_ and the services may be extended beyond one year with mutual consent on the same terms and conditions, in writing, upon satisfactory performance by the contractor.

## 1. Terms & Conditions

a. The contractor will ensure that

- i. Buses manufactured in the year 2015 or later only are provided under this contract..
- ii. The buses run as per time schedule provided.
- iii. The buses are kept neat and tidy. Proper dusting of the seats will be done everyday before the service starts.
- iv. The buses provided, carry valid Insurance and fitness certificate along with other necessary documents.
- v. Services of responsible, well trained, good mannered and neatly attired Driver and Attendant / Conductor possessing licences as required by the transport department, are provided.
- vi. The buses are properly maintained and all door / window shutters properly fitted.
- vii. For any reason Buses with route permits are not engaged under this contract.
- viii. The contractor will ply his own/ leased buses. Sub-contracting is strictly not permitted and can result in cancellation of the contract.

In Addition to the above, the contractor will ensure the following for School Bus Services-

- i. Buses having permit for carrying school children only are engaged under this contract.
  - ii. The buses conform to all specifications stipulated by the Supreme Court in its recent judgment and CBSE guidelines.
  - iii. The buses and personnel employed are not changed frequently, so that they recognize the children using the bus facility. The conductor will ensure that no child is left out in the school, before the buses leave the schools. **The Conductor will count the head of the children on departure and bring back all the children.**
  - iv. The buses will not be changed during the contract period in short intervals, as this creates confusion and causes inconvenience to children as well as parents.
  - v. The Buses will carry the School children upto the main entrance of the School and will pick them up after the School timing from the main entrance.
- b. The Contractor will provide uniform / liveries to the staff to be employed / deployed as per the approved pattern and design at the Contractor's own cost.

Smoking is strictly prohibited inside the vehicle. The Driver will not talk with the passengers/others/use mobile phone while driving.

The Contractor shall assume all liabilities for and give to IGNOU the complete indemnity against all actions, suits, claims, demands, cost, charges or expenses arising out of and in connection with any accident, death or injury sustained by any of the persons traveling in the vehicle.

- c. The Contractor will ensure verification of Character & Antecedents of the people being employed /deployed and proper Identity Cards will be issued to them.
- d. Any theft or damages caused by the Contractor's personnel shall be borne by the Contractor
- e. The Contractor will prominently display the permit issued by the Transport Department (Delhi Administration).
- f. Contractor shall immediately on receipt of demand made from IGNOU, replace any person employed by him.
- g. Liabilities whatsoever in respect of persons employed by Contractor shall be the sole responsibility of the Contractor.

Compliance of Rules like Minimum Wages Act, ESI Act, EPF Act, Income Tax Act, Service Tax Act, Labour law of Delhi Government or Central Government as on date in existence or revised / changed in future will be the responsibility of the Contractor only. In this regard, the Contractor will maintain the necessary books, register etc. as per Govt. rules.

The Contractor shall indemnify IGNOU against any loss or damage which IGNOU may suffer as a consequence of the Contractor's not complying with the laws referred/not referred above. The Contractor will further indemnify IGNOU against any loss or damage which it may suffer as a result of the negligence on the part of the contractor or any of the employees in the course of performance under this tender / contract.

- h. The Contractor shall be responsible for the payment of wages and allowances and all statutory dues, as per rules, to the persons employed by him/ her.
- i. The Contractor will ensure that Conductor/Attendant take proper care of the children while boarding and alighting the bus.
- j. The Contractor will ensure that in case of break down, the coordinators/Security Unit are informed immediately and alternate arrangements are made within the minimum possible time.
- k. The Contractor will submit to GA Section, IGNOU, Passport size photographs, name, and addresses (Present and Permanent) of persons who are put on service under the contract with IGNOU in the prescribed Performa and also submit photocopies of bus documents like RC book, insurance, fitness etc.
- l. Any change in bus, personnel employed will be intimated well in advance to GA Section, along with the details / documents.



## **2. Penalty**

Deduction (the amount will be two time of the average cost) on account of unsatisfactory services and/or improper maintenance of the buses will be made from the monthly bills for the following reasons.:

- a. Not providing the service on any day.
- b. Missing trip on any day (frequent missing trips will attract higher penalty including as decided by the Competent Authority)
- c. Non availability of Conductor on the Bus.
- d. Not maintaining the bus neat and tidy
- e. Providing bus not conforming to the requirements specified in this document
- f. Misbehavior by the Driver / Attendant / Conductor
- g. Over speeding
- h. Not adhering to the time schedule.
- ii Failure to bring back all students who were dropped in the morning.
- k. Non availability of complaint/suggestion book in the vehicle.

The amount to be recovered in respect of a to k above, however, will be decided by Registrar (Admn), IGNOU on case to case basis and shall be final and binding on the contractor.

## **3. Termination of Contract**

- d) IGNOU will be entitled to terminate this contract without assigning any reason at any time by serving one month advance notice in writing to the contractor. All liabilities of the IGNOU under this contract shall cease on expiry of the said period of one month.
- e) IGNOU also reserves the right to cancel the contract without giving any reason at any time and /or to forfeit the EMD/Security Deposit in the event of non-commencement or unsatisfactory performance of the contract. In such eventuality, IGNOU further reserves the right to get the work done from the open market or through some other agencies and all the expenditure incurred including expenditure for indentifying such external agency shall be recovered from the contractor.
- f) The decision of the IGNOU with regard to any matter or anything concerning or arising out of the sub-clauses or any question whether the contractor or any of the partner(s) of the firm has committed a breach of any of the conditions contained in the sub-clause shall be final and binding on the contractor and the contractor cannot raise any objection thereto at any point of time.

## **4. DISPUTE RESOLUTION AND JURISDICTION.**

In case of any dispute, the same shall be resolved by mutual discussions between the parties within a period of 30 days failing which, only regular courts at Delhi/ New Delhi will have jurisdiction to adjudicate upon the matter.

**Rights of the parties shall be governed by the provisions of this Agreement.**

IN WITNESS WHEREOF the parties herein have put their respective hands to this writing on the \_\_\_\_\_ day, \_\_\_\_\_ month, \_\_\_\_\_ year this first hereinabove written.

SIGNED, SEALED AND DELIVERED

\_\_\_\_\_  
(Signature)  
Registrar (Admn.)

\_\_\_\_\_  
(Signature)  
M/s

Witness – 1 \_\_\_\_\_  
\_\_\_\_\_

Witness – 1 \_\_\_\_\_  
\_\_\_\_\_

Witness – 2 \_\_\_\_\_  
\_\_\_\_\_

Witness – 2 \_\_\_\_\_  
\_\_\_\_\_