



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

New Delhi: 06/11/2018

1. e-TENDERNOTICE

(Empanelment of Transporters for providing CNG BUS and Mini Bus services)

E-tenders are invited from reputed, experienced and financially sound Tours and Travel Agencies or Firms located in Delhi/New Delhi through online by the Indira Gandhi National Open University (an Autonomous body under Ministry of Human Resource Development, GoI), 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 and Mini Bus services for official use of the **Indira Gandhi National Open University**.

2. The detailed tender documents can be downloaded from the website "<http://e-procure.Gov.in/e-procure/app>" & www.ignou.ac.in.

3. The interested service providers may submit the tenders **ONLINE** at "[website http://e-procure.gov.in/e-procure/app](http://e-procure.gov.in/e-procure/app)" in two-bid system (*i.e. Part-I: Technical Bid and Part-II: Financial Bid*) in the prescribed proforma. Tenders are to be submitted **Only Online through e-Procurement portal "website <http://e-procure.Gov.in/e-procure/app>"**. All the documents in support of eligibility criteria, etc. are also to be scanned and uploaded along with the Tender Documents. Tenders sent by any other mode will not be accepted.

**Assistant Registrar
General Administration**



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

New Delhi: 06.11.2018

**EMPANELMENT OF TRANSPORTERS FOR PROVIDING CNG BUS AND MINI BUS SERVICES
INDIRA GANDHI NATIONAL OPEN UNIVERSITY, MAIDAN GARHI,
NEW DELHI-110068 FOR A PERIOD OF ONE YEARS**

Date of Publication of e-tender Document	06/11/2018
Last Date & time for submission of Tender online	27/11/2018 up to 2:30p.m.
Date &time for opening of Physically Submitted Documents	28/11/2018 @ 11:30 p.m
Opening of Online Technical Bids	29/11/2018 @ 15:00 p.m
Financial Bids of eligible Tenderer	To be intimated to the technically qualified Bidders separately.

CONTENTS OF TENDER DOCUMENT

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1.	e-Tender Notice
2.	Scope of work and general instructions for tenderer
3.	EligibilityCriteria
4.	Terms and conditions
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NOTICE INVITING E-TENDER

Tender Reference No: IG/GA-II/BUS TENDER/2018

Date:06.11.2018

Online bids (Technical & Financial)(in two different envelopes) from eligible bidders which are valid for a period of 90 days from the date of Online Technical Bids opening are invited for and on behalf of the Vice-Chancellor, IGNOU for “Empanelment of Transporters for providing CNG BUS and Mini Bus services to Indira Gandhi National Open University, Maidan Garhi, initially for a period of One Years (01 Year)”.

<i>Name of Work</i>	Empanelment of Transporters for providing CNG BUS and Mini Bus services to Indira Gandhi National Open University, Maidan Garhi, initially for a period of One Year (01 Year)”
<i>Estimated Cost</i>	Rs.50,00,000/- (Approx Annually)
<i>Earnest Money Deposit to be submitted</i>	Rs.2,50,000/-
<i>Date of Publishing</i>	06/11/2018 (10:00 Hrs)
<i>Queries (if any)</i>	No queries will be entertained after clarification end date and time
<i>Bid Submission start date</i>	06/11/2018 (11:00 Hrs)
<i>Last Date and time of uploading of Bids</i>	27/11/2018 (14:30 Hrs)
<i>Last Date and time of submitting, EMD and other documents at IGNOU, General Administration Division, Block No. 08, Room No. 04, Maidan Garhi, New Delhi-110 068</i>	27/11/2018 (16:00 Hrs)
<i>Date and time of opening of Physically submitted documents</i>	28/11/2018 (11:30 Hrs)
<i>Date and time of online opening of Technical Bids</i>	29/11/2018 (15:00 Hrs)
<i>Date and time of opening of Financial Bids</i>	Will be separately notified for Technically shortlisted/qualified bidders

Interested parties may view and download the tender document containing the detailed terms & conditions from the website <http://eprocure.gov.in/eprocure/app>

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.

REGISTRATION

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online Bidder Enrollment" option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii) During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their userID/ password and the password of the DSC/ eToken.

SEARCHING FOR TENDER DOCUMENTS

- (i) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.
- (ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- (iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

- (i) For preparation of bid Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids.
After selecting the tender document same shall be moved to the 'My favorite' folder of bidders account from where bidder can view all the details of the tender document.
- (ii) Bidder shall go through the tender document carefully to understand the documents required to be uploaded as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/ rar/ dwf/ jpg formats) to be uploaded as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**
- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other relevant details., under "My Space/ Other Important Document" option, which can be uploaded as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

SUBMISSION OF BIDS:

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) Bidder should prepare the EMD as per the instructions specified in the NIT/ tender document. The details of the DD/BC/BG/ others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iv) Bidders shall select the payment option as offline to pay the / EMD and enter details of the DD/BC/BG/others.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction

- uploading time will be very fast.
- (viii) **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding. Bidders shall download the Schedule of Quantities & Prices i.e. Schedule-A, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected and further dealt as per provision of clause no 23.0 of ITB including forfeiture of EMD. The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.**
 - (ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
 - (x) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
 - (xi) Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
 - (xii) All the documents being uploaded by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

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 **IGNOU helpdesk is 011-29571418, 29571429** between 10:30 hrs to 17:00 hrs or the queries may be emailed to genadmin@ignou.ac.in
- (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. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002 and +91-8826246593. The helpdesk email id is support-eproc@nic.in
- (iii) If any technical query is not resolved by CPP Portal Help Desk, you may contact Nodal Officer (eProcurement), IGNOU at 9868258158.

Toll Free Number 1800-3070-2232. Mobile Nos. 91-7878007972 and 91-7878007973.

INSTRUCTION FOR e-PROCUREMENT

6. Preparation and Submission of Bids

- vi. 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 uploaded online through CPP Portal <http://eprocure.gov.in/eprocure/app>
 - vii. The bidder should submit the bid online in two parts viz. Technical Bid and Commercial Bid. Technical Bid, EMD should be uploaded online in cover 1 and Commercial Bid in “.zip” or “.rar” should be upload online in cover-2
7. **Submission of the Bid:** All interested eligible bidders are requested to submit their bids online on CPP Portal: <http://eprocure.gov.in/eprocure/app> as per the criteria given in this document:
- a Technical Bid, EMD etc..should be uploaded online in cover-1.
 - b Commercial Bid should be uploaded online in cover-2.
 - c Both Technical and Commercial Bid covers should be placed online on the CPP Portal (<http://eprocure.gov.in/eprocure/app>).

8. Technical Bid:

- b. Authorized representative of Agency should sign and signed Scanned copies of the Technical bid documents (asunder) and it must be uploaded online on CPP Portal: <http://eprocure.gov.in/eprocure/app>.
- c. **List of Documents to be scanned and uploaded (Under Cover-1) within the period of bid submission:-**
 - f. Scanned copy of EMD.
 - g. Copy of board resolution/ Power of Attorney/ Authorization letter indicating that the person signing the Bid has the required authority to sign on behalf of the Bidder and Copy of Memorandum of Association & Article of Association of the Bidder
 - h. The following documents should be scanned, signed (if required) and uploaded online with the bid in respect of proof of satisfaction of the eligibility conditions laid down in the Tender document:
 - i. **Demand Drafts/ Pay orders/ FDR or Banker`s Cheques of any Scheduled Bank or Valid Certificate of NSIC or MSME against EMD.**
 - ii. **Valid license issued by statutory authority such as Labour Department.**
 - iii. **Labour Commissioner, ESIC, EPF and as per the Technical bid at Annexure-‘I’**
 - iv. **Certificate of Registration for GST.**
 - v. **Acknowledgement of up to date filed Tax returns of last Three Financial Years.**

- vi. **Valid Registration certificate of Company, PAN No., TIN No., Affidavits.**
- vii. **Last three Financial Year (2014-15, 2015-16, 2016-17, 2017-18(if submitted to concern authority)) turnover, duly signed by the Chartered Accountant.**
- viii. **Experience certificate for the work done (Completed) during the last 3 Financial Years. The award letter should not be counted as Experience Certificate. Performance and amount of work done should be treated as successful completion of work issued by concerned department.**
- ix. **Documents to be submitted physically**

EMD

The bidder shall seal the original Bank Drafts/ Pay orders towards EMD in an envelope. The Bidder shall mark its name and tender reference number on the back of the Bank Draft/ Pay order/ FDR/ MSME or NSIC Certificate before sealing the same. The address of Tender process officer, name and address of the bidder and the Tender Reference Number shall be marked on the envelope. The envelope shall also be marked with a Sentence "NOT TO BE OPENED BEFORE the Date and Time of Bid Opening". If the envelope is not marked as specified above, IGNOU will not assume any responsibility for its misplacement, pre-mature opening etc.

The bidder shall deposit the envelope in the tender box kept in the office of **Section Officer, Administration Division (E- III), Block 08, Room No- 08 at IGNOU Campus, Maidan Garhi, New Delhi-110068** on or before __.11.2018, 13.00 hrs, on bid submission date. *In case EMD is sent through Speed Post Courier, Registered Post or personally, in the name of Tender Process Office, please ensure that it must reach on the above mentioned address as per date and time mentioned in the bid document.*

EMD not meeting above deadlines will not be accepted and the bid will be rejected.

9. Financial Bid

- 1 The currency of all quoted rates shall be Indian Rupees. All payment shall be made in Indian Rupees. IGNOU for all its purposes will prefer Indian Manpower Agency/ Company over the foreign Agency/ Company.
- 2 In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the specified ".xls" format i.e. BOQ_XXXX.xls in Excel sheet attached as '.xls' with the tender and based on the scope of work, service conditions and other terms of the Tender document. It should include all costs associated with the Terms of Reference/Scope of Work of the assignment.
- 3 The Financial Proposal should be inclusive of all applicable taxes, duties, fees, levies, and other charges imposed under the applicable laws. The rates quoted in the Tender are inclusive of all applicable taxes, duties etc.
- 4 The Financial bid should be according to the format given in the Tender Document.
- 5 The Bidder should bid in Complete Number (such as 9, 10, 12,...etc) not in fraction (such as 10.33, 12.50, etc).

10. **Last date for Submission of Tender:**

8. Online bids complete in all respects, must be uploaded on or before the last date and time specified in the schedule of events.

The IGNOU may, at its own discretion, alter/extend the last date for submission of tenders.

(vi)

Modification / Substitution/ Withdrawal of bids:

- a) No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid 's due Date.
- b) Any additional information with respect to Bid or additional informationsupplied subsequent to the Bid's due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

(vii) **Rejection of the Bid:** The bid submitted shall become invalid :-

- a) The bid or any document of the Bid is found ineligible.
- b) The bidder does not upload all the documents as stipulated in the bid document.
- c) The bidder uploaded documents in casual manner (unwanted, not asked for etc.)
- d) If physically non-submission of EMD before opening of bid.
- e) Discrepancy found between soft copies uploaded and Hard copies as physically submitted

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. Indira Gandhi National Open University, Maidan Garhi, New Delhi – 110068, intends to empanel a list of reputed well established and financially sound Empanelment of Transporters for providing CNG BUS and Mini Bus services providers (hereinafter referred to as "Transport Providers") to provide CNG BUS and Mini Bus services for Indira Gandhi National Open University, Maidan Garhi, New Delhi – 110068.
2. The contract shall be initially for a period of **One Years** from the date of awarding the contract. However, the contract may be extended subsequently, on mutual consent, for a further period of one year at a time (upto a maximum of two extensions of one year each) as may be decided by the competent authority, after review of performance.
3. The interested service providers have to submit the tenders through procurement portal (online) as per required packet/cover contents. No personal submission is allowed.
4. The estimated annual value of the contract will be about Rs. 50.00 lakh (Fifty Lakhs only) per annum.
5. **Earnest Money:** The Earnest Money of **Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand only)** in the form of a Demand Draft/Pay Order from any commercial bank in an acceptable form in favor of the IGNOU Payable at New Delhi has to be submitted to the **Section Officer, General Administration-II, Block-8, Room No.4, IGNOU, Maidan Garhi-110068, Ph. No.29571418** on or before the last date/time of bid submission. Further the following clauses are added:
 - a) However, in case of successful bidder it will be refundable only after receipt of the Performance Security.
 - b) The EMD deposited is liable to be forfeited if the Bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.
 - c) If the successful bidder (Agency) 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.
 - d) Any Bid not accompanied by the requisite EMD shall be summarily rejected.
6. **Performance Security:**
 - a) The successful Agency (s) shall within 15 days of receipt of our award of contract, submit a Security Deposit of Rs. **Rs.5,00,000/- (Rupees Five Lakh only)** (if IGNOU empanels more than one Transport Provider, the Performance Security will be divided proportionately) in the form of DD/FDR/Banker's Cheque/irrevocable Bank Guarantee drawn in favour of "IGNOU", New Delhi for satisfactory completion of the contract. The Performance Security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Agency. The successful Agency 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 /Agency, upon receipt of the Award/Work Order, is not able to provide service within the specified period to the complete satisfaction of the IGNOU 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.

7. Conditional bids shall not be considered and will be rejected summarily.
8. 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 are cautioned that any disclosure of financial bid at the technical bid stage will make the quotation summarily rejected.
9. The technical Bid shall be opened online on the scheduled date on **29.11.2018**.
10. The financial bid of only those tenderer will be opened who qualify in the technical bid. The schedule date /time for opening of financial bids would be indicated later.
11. 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.
12. No bidding Agency will be allowed to withdraw its bid after technical bids have been opened. If any Agency intends to withdraw after opening of technical bids, its EMD will be forfeited.
13. If after award of the contract, the successful Agency/s (LI) fails to provide the required number of Bus(s)/Mini Bus(s), the contract is liable to be cancelled along-with forfeiture of performance security deposit and other consequential actions such as blacklisting of the Agency, etc.

ELIGIBILITY CRITERIA

1. The Agency must have an average annual turnover of **Rs. 50 Lakhs** per annum during the last 03 years, ending 31st 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 must have at least 03 years of experience in the Tour and Travels Business in providing Bus/Mini Bus 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 should have at least 10 Bus/Mini Bus registered in the name of the Agency in 2013 or thereafter, failing which the offer will be rejected. The copies of the RCs of the vehicles registered are to be uploaded with the technical Bid. The Buses should be equipped with GPS and reverse alarming facility.
4. Experience certificates as per Para 3 above, award letters and performance certificate issued by officers of the level of Section Officer and above should be uploaded with the Technical Bid.
5. The Agency 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/RTVs run as per time schedule provided.
- ii. The Buses/RTVs are kept neat and tidy. Proper dusting of the seats will be done everyday before the service starts.
- iii. The Buses/RTVs are 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/RTVs report / depart as per time schedule provided. The Buses/RTVs are properly maintained and all door / window shutters properly fitted.
- viii. For any reason Buses with route permits are not engaged under this contract.
- ix. The contractor will ply his own/ leased Buses/RTVs. Sub-contracting is strictly not permitted and can result in cancellation of the contract and forfeited of performance security.
- x. The Contractor shall submit the monthly bill in the first week of successive month.

In Addition to the above, the contractor will ensure the following for School Bus (Mini bus) Services-

- i. Mini buses having permit for carrying school children only are engaged under this contract.
- ii. The buses (Mini bus) conform to all specifications stipulated by the Supreme Court in its recent judgment.
- iii. The buses (Mini bus) 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 / Mini 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.
- v. The Contractor will affix the Plywood/Plastic made Board like 'IGNOU-KV-JNU, IGNOU-KV-NCERT' and 'IGNOU-KV-IIT', in consultation with the coordinators, in order to avoid misunderstanding in respect of identification.

- vi. The Buses (Mini bus) 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.

- d. 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.

- e. The Contractor shall take all precautionary measures in order to ensure the safety of the persons/ children traveling in the vehicle.

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.

- f. The contractor will ensure periodic health check up of the personnel employed / deployed by him / her.

- g. The Contractor will ensure verification of Character & Antecedents of the people being employed / deployed and proper Identity Cards will be issued to them.

- i. Any theft or damages caused by the Contractor's personnel shall be borne by the Contractor

- j. The Contractor will prominently display the permit issued by the Transport Department (Delhi Administration).

- k. Contractor shall immediately on receipt of demand made from IGNOU, replace any person employed by him.

- l. 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 tenderer or any of the employees in the course of performance under this tender / contract.

- m. 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.

- n. The Contractor will ensure that Conductor/Attendant take proper care of the children while boarding and alighting the bus.
- o. 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.
- p. 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.
- q. Any change in Buses/RTVs, personnel employed will be intimated well in advance to GA Section, along with the details / documents.

2. Obligation of IGNOU

- x. For Route No 1&2 :- IGNOU will nominate Officials as coordinators who can be contacted for day to day matters.
- ii. For urgent need based requirement, SO/AR/DR/JR (GA) can be contacted.

3. 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. Income Tax 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.

4. Penalty

Deduction on account of unsatisfactory services and improper maintenance of the vehicles (at the rate of 2 times the average cost) will be made from the monthly bills for, but not limited to each of the following reasons without proper justification:

- a. Not providing the service on any day.
- b. Missing trip on any day (frequent missing trips will attract higher penalty including cancellation of contract)
- c. Non availability of Conductor on the Bus or Mini bus
- d. Not maintaining the bus (Mini bus) neat and tidy
- e. Providing Mini 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. Non availability of complaint/suggestion book in the vehicle.

For the penalty amount to be recovered in respect of above the Registrar (Admn.) will be final authority in this regard and his decision shall be final and binding on the transporters.

5. Termination of Contract

The contract can be terminated by giving at least three months prior notice in writing by both the parties.

Notwithstanding any of the above, if the services of the contractor are not found satisfactory or in the event of sub-contract to a third party, the Contractor will be issued one month's notice by IGNOU to terminate the contract without prejudice to any right accruing to either party prior to such termination. During the period of notice both parties shall continue to discharge their duties and obligations. In event of sudden withdrawal / Termination of Services by the Contractor, the University reserve the right to forfeit the amount of performance security deposited by the vender and also to recover from Contractor the difference between amount under this agreement and actual paid to any other Transporter for the period of contract.

6. 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 to suggestion book will attract imposition of penalty.

7. Mis-behaviour 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.

8. PARTIES

The parties to the Contract are the Indira Gandhi National Open University (IGNOU) and the selected Contractor.

9. 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 insolvency 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, he is thereby put to and the Contractor shall under no circumstances be entitled to any gain.

10. FORCE MAJEURE:

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 service are suspended by Force Majeure conditions lasting for more than 2 (two) weeks, IGNOU shall have the option of canceling this contract in whole or part at his discretion without any liability at his part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

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 Contractor 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, 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.
- 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. 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.

11. SETTLEMENT OF DISPUTES AND JURIDICTION

The disputes shall in the first instance be tried to resolve by mutual discussions between the both parties within a period of two months failing which only the regular courts of Delhi/New Delhi will have the exclusive jurisdiction to adjudicate upon the matter.

Services under the contract shall, if reasonably possible, continue during the legal proceedings and no payment due to or payable by IGNOU shall be withheld on account of such proceedings.

PROFARMA FOR TECHNICAL BID

SN	Particular	Document to be uploaded&Written
1	Name of the Firm/Company /Agency	
2	Complete Address & Telephone Number	
3	Whether proprietorship Partnership/Ltd. Co. Name of Proprietor/Partner/Managing Director	
4	Name & Designation of the authorized signatory	
5	EMD of Rs. 2,50,000/- to be submitted to Section Officer, General Administration-II, Block 8, Room No.4, IGNOU, Maidan Garhi, New Delhi-110068 (Upload scanned copy of EMD& details should be written)	
6	Annual turnover of the Agency for preceding 3 years (with proof) in the form of Balance Sheet (Upload proof of annual turnover)	
7	The Agency must have at least 3 years of experience in the Tour and travels Business in providing vehicle/taxi in the Government/Semi Govt. Sections/Autonomous Bodies/Private sector etc.	
8	The Agency must have 10 vehicles registered not prior to 2013(Copies of RCs are to be uploaded)	
9	Name & Address of the Department / University and other organizations where, at present, Vehicles are engaged on regular / monthly basis. (Upload the self certified duly stamped copies of contract letters)	
10	Copy of latest Income Tax return and PAN Number (with proof) (Upload copies of Income tax Return for 03 preceding Financial Years. and Copy of PAN Card.)	
11	GST No. (With proof) (Upload copy of Registration Certificate for GST)	
12	Self-Certificate declaring that the Agency has not been black listed by any Central Ministry / Department, PSUs or Banks etc. and confirm to all stipulated by supreme court in its recent judgment. (Upload the copy of self certificate on company letter head)	
13	Permit Number for carrying School Children (Upload the copy of the permit)	
14	Charges for extra km*	
15	Charges for extra hour*	
*will not be included for calculating L1		

(Signature with name & address)

FINANCIAL BID

1. Financial Bid for Route No. 1 (*MGHC to IIT/JNU/NCERT & back as per schedule*)

Rate per bus per month	_____
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2. Financial Bid for Route No. 2 (*MGHC to Saket J Block& back as per schedule*)

Rate per bus per month	_____
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3. Financial Bid for Route No. 3 (*Mini Bus(s) Parking area near down campus canteen to academic complex as per schedule*)

Rate per bus per month	_____
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4. Financial Bid for Bus(s) on need base requirement (*on advance information*)

i) Rate per bus per day	i) _____
ii) Rate per Extra hour	ii) _____
iii) Rate per Extra k.m.	ii) _____

(Signature with name & address)

INDIRA GANDHI NATIONAL OPEN UNIVERSITY

Schedule for School Bus /Mini Bus (Route No. 1)

The timings of the Buses/ Mini 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/GA. 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 2018-19, the school timings are as follows:

Summer - Morning 7.20 A.M. and Afternoon 1.40 P.M.

Winter - Morning 7.50 A.M. and Afternoon 2.10 P.M.

INDIRA GANDHI NATIONAL OPEN UNIVERSITY
Schedule for (Route No. 2)

Schedule for Route No. 2 (MGRC - Saket via Saket Metro Station Gate no. 2 to Ladosarai U-turn, PVR (Anupam), J-Block Market (Koka Market), Saket– MGRC)

Sl. No.	Maidan Garhi Residential Complex to J- Block, Saket via Metro Station, Saket	J-Block Market (Koka Market) - Saket to Maidan Garhi Residential Complex
Monday to Saturday		
1.	06.40 AM	07.00 AM
2.	07.15 AM	07.40 AM
3.	08.15 AM	08.45 AM
4.	09.00 AM	09.25 AM
5.	12.20 PM	12.50 PM
6.	01.40 PM	02.00 PM
7.	02.15 PM	02.35 PM
8.	06.00 PM	06.40 PM
9.	07.00 PM	07.30 PM
10.	08.00 PM	08.30 PM
SUNDAY (Summer Season) March-OCTOBER)		
1.	07.20 AM	07.45 AM
2.	08.20 AM	08.45 AM
3.	09.00 AM	09.30 AM
4.	06.00 PM	06.30 PM
5.	07.00 PM	07.30 PM
6.	08.00 PM	08.30 PM
SUNDAY (Winter Season) NOVEMBER-FEBRUARY		
1.	08.00 AM	08.30 AM
2.	09.00 AM	09.30 AM
3.	10.00 AM	10.30 AM
4.	06.00 PM	06.30 PM
5.	07.00 PM	07.30 PM
6.	08.00 PM	08.30 PM

Timings are subject to change as per the requirements of the University.

Time Schedule for Shuttle Service Mini Bus

Mini Bus (Route No. -1)			Mini Bus (Route No. -2)	
Parking area opposite canteen	New Academic Complex-F Block		New Academic Complex-F Block	Parking area opposite canteen
	9.30 AM (Residential Complex)			
09.40 AM	09.50 AM		9.30 AM	9.40AM
10.00 AM	10.10 AM		09.50 AM	10.00 AM
10.20 AM	10.30 AM		10.10AM	10.20 AM
10.40 AM	10.50 AM		10.30 AM	10.40 AM
11.10 AM	11.30 AM		10.50 AM	11.10 AM
11.50 AM	12.10 PM		11.30 AM	11.50 AM
12.30 PM	12.50 PM		12.10 PM	12.30 PM
01.10 PM	01.50 PM		12.50 PM	01.10 PM
				02.10 PM (Residential Complex)
02.10 PM	02.30 PM		01.30 PM	
02.50 PM	03.10 PM		02.30 PM	02.50 PM
03.30 PM	03.50 PM		03.10 PM	03.30 PM
04.10 PM	04.30 PM		03.50 PM	04.10 PM
04.50 PM	05.10 PM		04.30 PM	04.50PM
05.30 PM	06.00 PM		05.10 PM	05.30PM
Termination			06.00 PM	Termination at Residential Complex

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

To

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work:-Empanelment of Bus service in IGNOU.

Dear Sir,

Date: __/__/____

1. We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) name as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/we have read the entire terms and conditions of the tenderdocuments from Page No. __ to __ (including all documents like annexure(s), schedule(s),etc.,) which form part of the contract agreement and I/we shall abide hereby by the terms & conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have allbeen taken into consideration, while submitting this acceptance letter.
4. We hereby unconditionally accept the tender conditions of above mentioned tenderdocument(s) corrigendum(s) in its totally& entirely.
5. In case any provisions of this tender are found violated, then your department/organizationshall without prejudice to any other right or remedy be at liberty to reject this tender/bid including theforfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)