



**INDIRA GANDHI NATIONAL OPEN UNIVERSITY
INTERNATIONAL DIVISION
MAIDAN GARHI, NEW DELHI- 110 068**

TENDER DOCUMENT

(Estimated cost Rs. 30 Lacs)

**INVITATION OF TENDER FOR EMPANELMENT OF COURIER
SERVICE PROVIDERS**

Tender Closing date and time: 06.08.2015 02:30 PM

Tender Opening date and time: 06.08.2015 03:00 PM



INDIRA GANDHI NATIONAL OPEN UNIVERSITY
INTERNATIONAL DIVISION
MAIDAN GARHI, NEW DELHI -110 068

F.No. 1(157)/MPDD/2015-16/
Dated: _____

M/s

Dear Sirs,

Sub: **TENDER FOR EMPANELMENT OF COURIER SERVICE PROVIDERS FOR INTERNATIONAL OPERATION**

Ref: Your letter No. _____ dt. _____

Please find enclosed following documents for quoting above tender:

- | | | |
|----|--------------------------------|---------------|
| 1. | Requirement of IGNOU | Annexure-I |
| 2. | Main terms & conditions | Annexure-II |
| 3. | General Conditions of Contract | Annexure-III |
| 4. | Prescribed Bid Form | Annexure-IV |
| 5. | Bank Guarantee Performa | Annexure-V |
| 6. | List of Countries to be served | Annexure-VI |
| 7. | Undertaking | Annexure- VII |

You are requested to kindly send your Tender for the above service so as to reach this office by **02:30 PM on 06.08.2015**. Please note that all above-mentioned documents are to be submitted by signing each and every page thereon.

Thanking you,

Yours cordially,

Sd/-
REGISTRAR
MATERIAL PRODUCTION & DISTRIBUTION DIVISION

Encls: as above.

ANNEXURE-I

REQUIREMENTS OF IGNOU

1. The Courier Service Provider (contractor) who wish to submit duly filled-in tender form for consideration/selection by IGNOU should have a turn-over of minimum Rs.50 Lacs or above during the previous three financial years.
2. Courier Service Provider should have **their own service network**. A list of countries where IGNOU's Partner Institutions are located is given in Annexure VI. The number of countries may increase within the contract period.
3. Courier Service Provider should be **a member of Courier/Express Council of India**.
4. ***A load bearing capacity should be of approx.20 to 50 Jumbo/Junior Jumbo boxes per month.***
5. Courier Service Provider should have IT set-up and they should provide **computerized proof of deliveries (PoDs) through Internet**.
6. Both the University and the Courier Service Provider will **nominate an official for coordination, liaison**, or amounting to any query that may arise at any point of time during the enforcement of contract.
7. Pick-up of packages would be done from our University on the days and time decided by IGNOU. However, IGNOU reserves the right to call the Courier Service Provider to pick-up the documents for dispatch at any time.
8. Courier Service Provider will provide a software, at free of cost, at the location(s) specified by IGNOU, which should help track & trace the packages sent through Courier Service Provider. Courier Service Provider will be responsible for maintenance / up-gradation of said the software at our location without any charges.
9. Courier Service Provider should submit their bills along with PoDs on or after 7th day of every month for all the couriers carried during the immediate past month.
10. The courier service provider will be fully responsible for any mishandling / loss of packages and would be liable for compensation as deemed fit by the University.
11. The contract can be terminated by the University by giving one month's notice at any time without assigning any reason whatsoever.
12. **The tenderer should provide a list of reputed clients served by the courier company and the list of countries served by them.**

The Main Terms and Conditions for Selection of Courier Service Provider:

The main Terms and Conditions of Courier Service Provider are:

1. Interested eligible tenderers may obtain the tender form, from Room No. 3A, Block 10, Material Production & Distribution Division, Indira Gandhi National Open University, Maidan Garhi, New Delhi-110 068, before **02:30 PM on 06.08.2015** by paying a fee of Rs.1000/- (non-refundable) by way of Demand Draft drawn in favour of IGNOU New Delhi. Tender documents will be posted if expressly so desired, at the risk of prospective tenderer, on payment of a fee of Rs.1000/- and Rs.100/- towards postal charges. The tender document can also be downloaded from IGNOU's website www.ignou.ac.in and in that case a bank draft drawn in favour of IGNOU, payable at New Delhi for Rs. 1000/- should be attached along with **Bid** towards cost of the tender document. The fees of Rs. 1000/- and the postal charges of Rs.100/-, if applicable, may be paid by way of a demand draft in favour of the Indira Gandhi National Open University, New Delhi.

The **Bid** shall contain the Price Schedule as per Annexure-IV.

The **Bid** shall be placed in the envelope duly super scribed "Tender for Courier Service Provider". The sealed envelope containing the Bid shall carry on the face of it the Tender No., Name and Address of the Tenderer. The envelope/cover shall be sealed. The **COVER** shall only indicate the tender No. Name and dates of closing/opening **Prominently** along with the address of the University i.e. The Registrar, Production & Distribution Division, Indira Gandhi National Open University, Maidan Garhi New Delhi-110068.

The Bids will be opened in the presence of tenderers or their authorized representatives who may choose to attend the opening of tenders, Indira Gandhi National Open University, Maidan Garhi New Delhi at **03:00 PM on 06.08.2015**.

The decision of the "Tender Opening and Evaluation Committee" shall be final and binding with regard to the opening and evaluation of the tender.

2. Tender complete in all respect, in a sealed cover, must be received in Room No. 4, Material Production & Distribution Division, Indira Gandhi National Open University latest by **02:30 PM on 06.08.2015**. All the tenders will be opened in the presence of tenderers or authorized representatives of tenderers, who may choose to attend the opening of tenders in the office of Registrar, Material Production and Distribution Division, Indira Gandhi National Open University, Maidan Garhi, New Delhi at **03.00 PM on 06.08.2015**. The offer shall remain open for acceptance for a period of 45 days from the date of opening of tender.
3. The rates must be quoted both in words and figures. In case of difference in words and figures of the rates quoted, the rates offered in words shall be considered and binding. The tender must be signed by a person duly authorized to bind the tenderers to the contract. **Proof of authorization** shall be furnished in the form of registered "**Power of Attorney**", which shall accompany the tender.
4. Acceptance of offer will be communicated in writing by Letter or by formal 'Acceptance of Tender'. In case, acceptance is communicated by telegram or

express Letter, formal 'Acceptance of Tender' will follow in due course and in the meanwhile, the tenderer will act upon the instructions contained in the Telegram/Express Letter.

5. Eligibility and qualification requirements of Tenderers:

The tender shall **NOT** be considered valid:

- (a) If the turn over of the Courier Service Provider is less than Rs. 50 Lacs during the last three financial years. A documentary proof to this effect is to be submitted for previous financial year.
- (b) If the tender document has not been purchased by the tenderer from the office of the Registrar, Material Production & Distribution Division, Indira Gandhi National Open University. However, tenders downloaded from the IGNOU website will be considered if required fee of the tender is attached with the filled-in tender.
- (c) If not submitted in prescribed form and not accompanied with earnest money of Rs. 60 Thousand (Rupees Sixty Thousand only) by Bank Draft / FDR / B.G. in favour of Indira Gandhi National Open University, payable at New Delhi.
- (d) If the tender is conditional and inconsistent with the terms and conditions of the contract given with this document.
- (e) If the tenderer quotes more than one rate for one destination.
- (f) If the Courier Service Provider submits more than one tender or authorizes the submission of more than one tender on its behalf by one or more authorized person(s)/Company(s).
- (g) If an authority letter from company/firm duly authorizing the person to sign the tender is not enclosed with the tender documents.
- (h) If tender is received after the dead-line for submission of bid.

Eligibility Criteria and Technical Bid

The eligibility criteria for participating in the bids are as follows:

Interested courier agencies participating in the bid must enclose self attested proofs in photocopies of the following credentials / requirements in the Technical Bid marked as cover 'A'.

- (a) Only authorized agencies in the business of providing courier services with minimum experience of three years in the services are permitted.
- (b) Average Annual turn over from similar works for last three years (2011-12 to 2013-14) should be atleast Rs. 50 Lacs per annum.
- (c) Copy of audited balance sheet of the firm need to be submitted.
- (d) An Earnest Money Deposit (EMD) of Rs. 60 Thousand in the form of demand draft / pay order / banker's cheque in favour of Material Production and Distribution Division, IGNOU, Maidan Garhi, New Delhi- 110068 should be submitted.

- (e) Copy of Income Tax Returns filed for last three years alongwith copy of PAN Card need to be submitted.
- (f) Service Tax registration no. and date of registration.
- (g) Proof of Legal entity.
- (h) Notarized affidavit (Obtained after date of notification of this tender) stating that the company / firm is not black listed by any governmental or non-governmental agency, and also to the effect that there has neither been civil nor criminal case(s) pending against it need to be submitted.

The Financial Bids will be considered for the tenderers who fulfill all these requirements.

BID DOCUMENT:

The tenderer is expected to examine carefully all instructions, conditions, tender form, appendix to tender form, proforma agreement, requirements, annexures, schedules, etc. in the tender document. Failure to comply with the requirements of tender submission will be at the tenderer's risk and Indira Gandhi National Open university shall not be liable for any damage/claims arising thereof. Tenders that are not substantially responsive to the requirements of the tender documents will be rejected.

6. Earnest Money:

- (i) Earnest money Rs.60 Thousand (Rupees Sixty Thousand only) by the tenderer in the form of Bank Draft / FDR / B.G. in favour of Indira Gandhi National Open University, payable at New Delhi which shall remain valid for a period of forty five days from the date of the final bid of the tender..
- (ii) Earnest money shall be refunded to the successful tenderer(s) only on receipt of the Security Deposit. Failure to furnish Security Deposit shall be treated as breach of contract and entail cancellation of the contract, forfeiture of EMD and authorize IGNOU to obtain the services of next acceptable tenderer at the cost & risk of the tenderer at default.
- (iii) Earnest money shall be refunded to the unsuccessful tenderer(s) as early as possible.
- (iv) If the tenderer is not able to provide the services within the specified period to the complete satisfaction of IGNOU, the Security Deposit shall be forfeited, as the case may be.
- (v) No interest shall be paid on Earnest Money.

7. Safety Security in Delivery:

The packets / boxes given by the University to the Courier Service Provider should be delivered with utmost safety and security. In case of any occurrence of damage, theft, pilferage in transit the responsibility shall be that of the Courier Service Provider. The cost of the material and loss of time shall be recovered from them.

8. The tenderer should specify the period of the delivery for each destination and the proof of delivery (PODs) should be submitted to IGNOU within a weeks' time from the date of delivery.
9. Award of contract shall be within the sole discretion of the University. The University is not bound to award the contract on the basis of bids received, it shall be open to the University not to accept any bid and to abandon the contract without disclosing any reasons. The University reserves the right to reject or accept whole or any part of the tender. The interest of the University shall be paramount. No bidder shall have any indefeasible rights to be awarded to a contract even if his price is the lowest. The decision of the University on the tender / contract is final and binding on the tenderer / contractor.
10. The University reserves its right to take any such action(s) as may be deemed proper against the contractor in case of failure on the part of the tenderer for fulfilling the contract apart from forfeiture of earnest money/security deposits.

11. **PAYMENT:**

100% payment of the Courier Service Provider shall be released within 30 (thirty) working days of the submission of the bills duly supported by the relevant documents as proof of delivery in good condition, as specified under clause 9 of Annexure-I. The bill should be submitted on the basis of the accepted rates to the Registrar, Material Production & Distribution Division, IGNOU for necessary action. Payment of bills will be arranged through Finance & Accounts Division of the University. The IGNOU reserves the right to carry out a post-payment audit of the contractor's bill including all supporting vouchers. The IGNOU further reserves the right to enforce recovery of any over-payment coming to light as a result of such audit, by any or all the methods prescribed above.

12. **SECURITY DEPOSIT**

- a) On acceptance of the Tender, the selected tenderer shall deposit within the period that will be specified in the Award Letter, a sum not exceeding 10% of the value of the contract placed in the form of Bank Guarantee (copy of the Proforma is enclosed at Annexure V) / FDR / Account Payee Bank Draft in favour of IGNOU, payable at New Delhi. It should be remained valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warrantee period, if any.
- b) The Security deposit can be forfeited by the order of the Vice-Chancellor, IGNOU, in the event of any breach or non-observance of any of the conditions of the Contract. On the expiry of the contract, such portion of the said security as may be considered by the Vice-Chancellor, IGNOU, sufficient to cover an incorrect or excess payment made on the bills of the supplier, shall be retained by the university until the final audit report on the account of the bill had been received and examined.
- c) Any sum of money due and payable to the courier service provider (Contractor(s) including Security deposit refundable to him/them under this Contract may be appropriated by the IGNOU and set off against any claim of IGNOU in respect of any sum of money arising out of under any other Contractor(s) made by the Contractors with the university and for such purpose the university shall be entitled to sell and/or realize such securities

forming the whole or part of any such Security Deposit in any manner whatsoever as the university purchaser may think fit.

- d) The security deposit shall only be released by the University on demand by the Contractor after the agreement is over by deducting any amount due on the Contractor.

13. Submission of a copy of P.A.N

The successful tenderer will have to necessarily furnish a copy of the P.A.N issued by the Income Tax Department to the Courier Service Provider and details of filing of return of Income Tax submitted by the tenderer for the last financial year in the prescribed form of I.T. Department.

14. The courier service provider will have to provide Proof of Service Tax deposited during last financial year at the time of submission of the tender.
15. 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 (15) Fifteen days of the acceptance with IGNOU on Rupees 100/- stamp paper incorporating all the terms and conditions under which the IGNOU accepts his tender.
16. The rates quoted and accepted shall be made an integral part of the aforesaid Agreement and shall remain firm, valid and unchanged for a period of **ONE YEAR** from the date of signing of agreement/contract.

**Sd/-
REGISTRAR
MATERIAL PRODUCTION & DISTRIBUTION DIVISION**



**INDIRA GANDHI NATIONAL OPEN UNIVERSITY
MAIDAN GARHI, NEW DELHI- 110 068**

GENERAL TERMS AND CONDITIONS OF THE CONTRACT PARTIES:

1. The Parties to the Contract are the Courier Service Provider (Contractor) and the Indira Gandhi National Open University, (IGNOU)

2. **AUTHORITY OF PERSON SIGNING THE CONTRACT ON BEHALF OF THE CONTRACTOR**

A person signing the tender or any other document in respect of the contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has the authority to bind the Contractor. If it is discovered at any time that the person so signing had no authority to do so, the Registrar, Material Production & Distribution Division,, may, without prejudice to any other right or remedy of the University, cancel the contract and hold such person liable to all costs and damages arising from the cancellation of the Contract including any loss.

3. **ADDRESS OF THE CONTRACTOR AND NOTICES AND COMMUNICATION ON BEHALF OF THE IGNOU:**

For all purposes of the Contract, the address of the Contractor mentioned in the tender shall be the address to which all communications, addressed to the Contractor shall be sent, unless the Contractor has notified a change of address by a separate letter, containing no other communication, sent by registered post, with acknowledgement due, to the Registrar, Material Production & Distribution Division, IGNOU. The Contractor shall be solely responsible for the consequences of an omission or error to notify the change of address in the manner aforesaid. All communication to be sent to the University shall be addressed to Registrar, Material Production & Distribution Division, Indira Gandhi National Open University, Maidan Garhi, New Delhi – 110 068 and be sent by registered post.

4. **EXERCISE OF THE POWER OF THE IGNOU:**

Any communication or notice on behalf of the IGNOU in relation to the Contract may be issued to the Contractor by the Registrar, Material Production & Distribution Division, or by any other officer authorized by him in the IGNOU and all such communications and notices may be served on the Contractor either by registered post or under certificate of posting or by an ordinary post or by hand delivery at the option of such officer, and posting of the letter will be deemed to be served on the Contractor.

5. **RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT :**

The Contractor shall perform the contract in all respects in accordance with the terms and conditions thereof as agreed upon hereunder:

(a) **SUBLETTING THE ASSIGNMENT**

The contractor shall not, without the previous consent in writing of the Registrar, Material Production & Distribution Division, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless that any such consent shall not relieve the Contractor from any obligation, duty or responsibility within the Contract.

(b) **CHANGES IN A FIRM**

- i) If the Contractor is a partnership firm, no new partners shall be introduced in the firm, except with the previous consent in writing of the Registrar, Material Production & Distribution Division, IGNOU, which will be granted only upon execution of a written undertaking by the new partner to perform the Contract and accept all the liabilities incurred by the firm under the Contract prior to the date of such undertaking.
- ii) If on the death or retirement of any partner of the Contractor firm, the said partnership firm is dissolved before the complete performance of the Contract, the Vice-Chancellor, IGNOU, may at his option, cancel the Contract and in such case the Contractor shall have no claim whatsoever to any compensation against the University.
- iii) If the Contract is determined as provided in sub-clause (ii) above, notwithstanding the retirement or death of partner of the firm, the remaining partners shall continue to remain liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act has been sent by him to the Registrar, Material Production & Distribution Division, IGNOU, by Registered Post/ Acknowledgement Due.

(c) **CONSEQUENCES OF BREACH**

Should the Contractor or the Contractor firm or any partner of the firm commits breach of any of the conditions (a) or (b) of the above sub-clause, it shall be lawful for the Vice-Chancellor, IGNOU to cancel the Contract and recover the loss from the Contractor / Contractor Firm, as the case may be.

- (d) The decision of the Vice-Chancellor, IGNOU as to any matter or anything concerning or arising out of the sub-clauses a) or b) or any question whether the Contractor or the Contractor firm or any of the partner(s) of the Contractor 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.

6. **PRECAUTIONARY MEASURES**

- i) All jobs should be carried out with due regard to the prescribed form terms and conditions mentioned in the Order.
- ii) The Contractor shall take every care to see that the work or any portion thereof does not fall into the unauthorized hands.
- iii) The University shall not be bound by any oral or other representations sought to be made by any officer of the University and only communication of the Registrar, Material Production & Distribution Division, shall have effect.

7. **RETURN OF PARTICULARS**

In case of non-delivery due to any reason, the Contractor shall return in good condition all the dispatched material/packet to IGNOU without charging any payment for delivery of the same. In the event of his failure to do so, he shall be liable to pay to the University as liquidated damages a sum not exceeding **three times** of the price of dispatch material / cost of packet as may be determined by the Registrar, Material Production & Distribution Division. The deductions will be made from the bill(s) for payment submitted by the contractor. The decision of the Registrar, Material Production & Distribution Division, in that behalf shall be final and binding on the contractor.

8. **INFORMATION AS TO WORK IN HAND**

The Contractor shall whenever called upon to do so, give full particulars and information with regard to any work in hand and shall also permit the Registrar, Material Production & Distribution Division, IGNOU, or any other officer deputed by him to inspect the Contractor's premises at all reasonable time to verify the statements. The Contractor shall give all assistance and information as may be required by the Registrar, Material Production & Distribution Division, IGNOU or his representative in connection with the Contract(s). He shall also submit in writing when required to do so, detailed explanations of the causes of non-delivery.

9. **TIME AND PROMPTNESS ARE ESSENCE OF THE CONTRACT**

The time specified for delivery or completion of the orders shall be strictly adhered to and time in this respect shall be deemed to be the Essence of the Contract. If the time schedule is not adhered to and the job are delayed for reasons other than beyond supplier's control, the Vice-Chancellor, IGNOU shall be entitled at his option either to:

- (a) ***Cancel the order or,***
- (b) ***In cases where the courier service provider fails to give the dispatch materials/packets within the stipulated time, compensation shall be recovered from the Contractor at the rate of 10% of the cost of courier per week or part of week. However, for a delay beyond one month penalty shall be levied upon @ 20% of the courier cost per week. In case of loss of courier in transit, Contractor shall pay 3 times more than the cost of the material and no payment against the courier cost of that packet(s) shall be paid.***
- (c) ***In the event of custom delay the service provider will have to produce documentary proof, other-wise the penalty for the same will be on the part of the courier service provider.***

In the event of any action(s) being taken under a) & b) above, the cancellation of the order will be without prejudice to the right of the IGNOU to recover from the

Contractor any loss incurred thereby and the Contractor will not be entitled to any compensation for such cancellation.

The contractor shall deliver the material packet(s) in accordance with the conditions of contract at the time and at the place and in the manner specified.

10. If at any time after acceptance of the tender, IGNOU for any reasons whatsoever, does not require the whole or part of the service, the Registrar, Material Production & Distribution Division, IGNOU shall be entitled to give a notice in writing to this effect to the courier service provider, intimating cancellation of the full or part of the order yet to be delivered and the courier service provider shall have no right to claim any payment or compensation or otherwise, whatsoever, on account of any loss direct or indirect suffered / to be suffered by him.

11. **EXTENSION OF TIME**

- i) The pre-receipted bill(s) (in triplicate) should be submitted within a fortnight on completion of the service. The supplementary claim if any should also be preferred within 3 months of the last service made. No request on this account will be entertained after that.
- ii) The Service Tax to be paid to the Govt. during the contract period shall be “reimbursed” by the University after submitting the proof of deposit of Service-tax by the Contractor with the appropriate Authority.
- iii) On the expiry of the contract period, in case any further extension is required this will be done by mutual agreement in writing subject to maximum of one year between both the parties on the same terms and conditions.
- iv) Any additional levies becoming due to government, or any other additional claims from the Contractor after the contract shall not be payable by IGNOU.

12. **PROGRESS REPORTS:**

- 1. The contractor shall from time to time render such reports concerning the progress of the contract in such form as may be required by the Registrar, Material Production & Distribution Division.
- 2. The submission of receipt and acceptance of such reports shall not prejudice the rights of the University under the contract, nor operate as an estoppel against the University merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.

13. **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 being a company is wound up voluntarily or by the order of a Court or Receiver, Liquidator or Special Officer or Administrator, or
- iii) If the Contractor commits any breach of Contract not herein specifically provided for:

Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue hereafter to the purchaser i.e. IGNOU and provided also that the contractor shall be liable to pay to the IGNOU for any extra expenditure, he is thereby put to and the Contractor shall under no circumstances entitled to any gain or pre-purchase.

14. **FORCE MAJEURE**

(a) The parties to this contract shall not be liable to each other for failure or delay in the performance of any of its obligations under this contract for the time and to the extent such failure or delay is caused by riots, civil commotion, wars, hostilities between nations, government laws, orders or regulations, embargoes, actions by the government or any agency thereof, act of God, storms, fires, accidents, strikes, sabotages, explosions, or other similar or different contingencies beyond the reasonable control of the respective parties to this contract.

(b) In the event that either party is, wholly or in part, prevented from or hindered in carrying out or observing any of the terms or conditions of this Contract or any clause set forth in (a) above, such party shall give written notice to the other party by most expeditious means as soon as possible after the occurrence of the cause relied on, giving full particulars of the reason for such prevention or hindrance, and the parties shall in good faith consult each other and take necessary measures for the resolution of the affairs so prevented or hindered.

15. **PROCEDURE FOR SUBMISSION OF BILLS:**

After making each supplies, the pre-receipted bill in duplicate prepared on the basis of the accepted rates should be submitted to the Registrar, Material Production & Distribution Division, IGNOU for necessary action together with receipted delivery vouchers for the supplies made. Payment of bills will be arranged through Finance and Account Division of this University. The IGNOU reserves the right to carry out a post payment audit of the contractor's bill including all supporting vouchers. The IGNOU further reserves the right to enforce recovery of any over-payment coming to light as a result of such audit, by any or all the methods prescribed above.

16. **DISPUTE RESOLUTION & JURISDICTION:**

In the event of any dispute, difference of opinion arising out or touching upon or concerning the agreement for the execution of the work herein specified (except those, the decision whereof is otherwise herein before provided for), parties in the first instance shall try to resolve such dispute by mutual discussion within a period of 30 days failing which the courts at Delhi/New Delhi, India along shall have jurisdiction to adjudicate upon the matter.

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

17. **HEADINGS OF CLAUSES:**

The headings of Clauses hereto shall not affect the construction thereof.

18. **NO WAIVER:**

No act of omission and commission of IGNOU shall constitute or deemed to have the effect of waiver of any right or entitlements of IGNOU until this contract.

19. **AUTHORITY:**

No communication, certificate, letter or other document issued for IGNOU shall have any effect for this contract unless it is issued by the Registrar or under his authority.

**Sd/-
REGISTRAR
MATERIAL PRODUCTION & DISTRIBUTION DIVISION**

COMMERCIAL BID FORM
(FOR COURIER SERVICE PROVIDER)

To

The Registrar
Material Production & Distribution Division
Indira Gandhi national Open University
Maidan Garhi,
New Delhi- 110 068

SUB: COMMERCIAL BID FOR COURIER SERVICE PROVIDER

Dear Sir,

I/We have carefully read your office letter No. _____ dt. _____ on the above subject and agree to the terms and conditions stated therein and hereby quote my/our rates as under:

- i) Name and address of the courier service Provider:-----
-----For courier services

S. No	Country	Rates in Indian Rupees for the Weight for								Delivery Time	Taxes If any	Remarks
		(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)			
(1)	(2)	Upto 250gm	251gm to 500gm	501 gm to 01 Kg	Above 01 Kg to 10Kg (per kg)	Above 10 Kg to 25 Kg (per kg)	Above 25 Kg to 50 Kg (per kg)	Above 50 Kg to 100 Kg (per kg)	Above 100 kg (per kg)	(11)	(12)	(13)

Certified that:

- a) The above rates are inclusive of packing material and courier charges.
- b) Above offer is valid for 45 days from its opening for acceptance.
- c) COURIER SERVICE has to be provided as per the time-schedule to be prescribed by the University from time to time.
- d) In case the weight exceeds in grams in the category of weight (from S.No.6 to 10 above) the weight of the excess grams will be calculated on the pro-rata basis of that category of weight.

- e) In the event of weight exceeds the category of the weight mentioned from S.No 6 to 10 above; the rates will be calculated on pro-rata basis for the exceeded weight from the rates of next category of weight mentioned above.

Signature of the Tenderer or
(His authorized representative)

Place:.....

Name of the Tenderer.....

Date:.....

Address.....

with rubber stamp of the Tenderer)

BANK GUARANTEE PROFORMA

In consideration for the Vice-Chancellor/Registrar, Indira Gandhi National Open University (herein called "the IGNOU) having agreed to exempt..... (hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement dated made between, and of Performance Security for the due fulfillment of the said contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs.....(Rupees(indicated the name of the bank)Bank") at the request of contractor(s) do hereby undertake to pay to the IGNOU an amount not exceeding Rs..... against any loss or damage caused to or suffered would be caused to or suffered by the IGNOU by reason of any breach of the said Contractor(s) of any of the terms and conditions contained in the said Agreement,

- i) We,do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely or a demand from the IGNOU stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the IGNOU by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)'s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs._____.
- ii) We undertake to pay the IGNOU any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal.

The Payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the contractor(s) supplier(s) shall have no claim against us for making such payment.

- iii) We,further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the IGNOU under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharges or tillthat the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the guarantee thereafter.

- iv) We, further agree with the IGNOU that the IGNOU shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone or any time or from time to time any of the powers exercisable by the IGNOU against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission of the part of the IGNOU or any indulgence by the IGNOU to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

- v) Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs._____ and shall remain in force until _____. Unless a claim or suit under this guarantee is filed with us on or before ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and Bank shall be relieved and discharged from all liabilities therein.

- vi) This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s)

- vii) We....., lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the IGNOU in writing.

Dated thedate of2015

For
(indicate the name of Bank)

Signature.....
 Name of the Officer
 (in BLOCK Capitals)
 Designation of
 Code No.....
 Name of the Bank & Branch.....

LIST OF COUNTRIES:

S.No.	Country	PI Code	No. of PIs
1	UAE	5102, 5104, 5105, 5502, 5600, 5508, 5509	7
2	QATAR	5402	1
3	KUWAIT	5704, 5705	2
4	MUSCAT	5905	1
5	BAHRAIN	6001	1
6	SAUDI ARABIA	6101, 6102, 6103, 6105, 6106	5
7	MAURITIUS	7202	1
8	ETHIOPIA	8105	1
9	IVORY COAST	8203	1
10	PNG	9306	1
11	KENYA	9401	1
12	SINGAPORE	9301, 9307	2
13	NEPAL	9602, 9604,	2
14	SRILANKA	9702, 9703	2
15	AFGHANISTAN	9710	1
			29

On the letter head of the Courier Service Provider

UNDERTAKING

I/We------(name of the firm) hereby nominate Shri-----

on behalf of the above firm. He is authorized to sign and participate in the tender process with the university. The decisions taken by Shri-----with regard to the tender shall be acceptable to us and bind on our firm. The signatures of Shri_____are attested hereunder.

Signature of the tenderer

(With rubber stamp)

Signature of the authorized person by the firm.

Place:

Date: