



UTTARAKHAND OPEN UNIVERSITY

उत्तराखण्ड मुक्त विश्वविद्यालय

(Established in 2005 by an act of Uttarakhand Legislative Assembly
Recognized by UGC, DEB, listed in AIU)

Behind Transport Nagar, Vishwavidyalaya Marg, Haldwani (Nainital)
263139 Uttarakhand

“E-Tender regarding selection of Courier Service provider firm for dispatching Self Instructional Learning Material (SILM)”

Contact Details:

Toll Free: 1800 180 4025

Operator: 05946-286000

Website: <https://www.uou.ac.in>

INDEX

Sr. No.	Description	Page No
1	Disclaimer	3-4
2	e-Press Notice and notice inviting tender (NIT)	5-8
3	Submission of Tender	9
4	Term and Conditions	10-18
5	Technical Bid form (Annexure-I)	19-20
6	Financial Bid Format (Annexure-II)	21
7	Tender Acceptance Letter (Annexure-III)	22-23
8	Non Black List Affidavit Format (Annexure-IV)	24

This Tender No: 663/UOU/Tender/222 Document containing 24 Pages and issued through e-tendering to bid submitting agency for the work of courier service for dispatching Self Instructional Learning Material (SILM) for Uttarakhand Open University, Haldwani (Nanital) against his/ her application dated

_____ and cost of tender of ₹ 1500/- deposited vide RTGS/ECS/NEFT through bank UTR

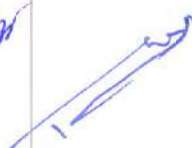
No: _____ dated: _____


Registrar
Uttarakhand Open University
Haldwani









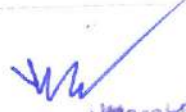
DISCLAIMER

The information contained in this tender document or subsequently provided to Applicant, whether verbally or in documentary or any other form by or on behalf of the Uttarakhand Open University or any of its employees or advisers, is provided to Applicant on the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided. This information is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The UOU accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

This Tender document is not an agreement and is neither an offer nor invitation by the UOU to the prospective Applicants or any other person. The purpose of this Tender document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Tender document. This Tender document includes statements, which reflect various assumptions and assessments arrived at by the UOU in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This Tender document may not be appropriate for all persons, and it is not possible for the UOU, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender document. The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Tender document and obtain independent advice from appropriate sources.

The UOU, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way in this Selection Process.

The UOU also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this Tender document. The UOU may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender document. The issue of this Tender document does not imply that the UOU is bound to select an Applicant or to appoint the Selected Applicant, as the case may be,



Registrar
Uttarakhand Open University
Haldwani (Nainital)

for assignment and the UOU reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its cost associated with or relating to preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the UOU, formation of consortium or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the University shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.


Registrar

 ✓

Uttarakhand Open University Haldwani (Nainital)

Press Notice Inviting e-Tenders

The Registrar, Uttarakhand Open University, Haldwani invites on behalf of Uttarakhand Open University, Haldwani online Item rate two bid system tenders at <https://uktenders.gov.in> for following work:

1. NIT No. 663/UOU/Tenders/2022-23
2. selection of Courier Service provider firm for dispatching Self Instructional Learning Material (SILM)
3. Estimated Cost: ₹ 5,000000/-
4. Earnest Money: ₹ 100000/-
5. Period of Contract: Two years
6. Last time and date of submission of Tender : 20.08.2022, 11:00 Hours

The bid forms and other details can be obtained from the Govt. website www.uktenders.gov.in and details can be seen on UOU website www.uou.ac.in


Registrar

NOTICE INVITING TENDER

1. E-tender is invited on behalf of the Uttarakhand Open University for "selection of Courier Service provider firm for dispatching Self Instructional Learning Material (SILM)"

2. **Minimum Eligibility Criteria**

i. Bidder should have at least 5 years' experience of courier service to the central/state govt. / PSU/Autonomous institutions. Tenderer should have executed in any of the immediate preceding three years the work value:

(a) At least 25% of the estimated value of the contract to be awarded, in one single contract, in any single year

OR

(b) 50% of the estimated value of the contract to be awarded, in different contracts, in any single year.

In case of partnership, only the experience of the Firm will be reckoned and for the purpose the experience of the Individual Partners will not be counted.

3. **Documents:**

- Registration Certificate of firm
- Attested copy of Power of Attorney (if applicable)
- PAN No.
- Partnership Deed in case of partnership firm
- Memorandum & Article of Association (M.O.A. & A.O.A)
- By laws in case of society
- Name & address of Firm/All partners/ Directors/ Proprietor as the case may be
- G.S.T registration
- Experience Certificates along with the Work orders.
- ITR of Last 03 Assessment Years

Note. Tenderers shall furnish self-attested & stamped scanned copy of documentary proof in support of the all above eligibility criteria along with Technical Bid.

- Contract documents consisting of the detailed and the schedule of quantities of courier work to be provided, and the set of 'Conditions of Contract' to be complied with by the person whose Tender may be accepted; which can be seen online on www.uktenders.gov.in in the form of Tenders, can be purchased online Bidders must deposit non-refundable payment of ₹ 1500/-. The tender documents can also be



downloaded from the UOU Website: www.uou.ac.in in that case the tender cost of ₹ 1500/- each should be paid through online in bank A/c details of UOU are as follows:

- A/c Name- Uttarakhand Open University, Haldwani
- Bank Name- State Bank of India
- A/c No- 00000030617837388
- IFSC No – SBIN0005100
- The transaction details of remittance of EMD and Tender fees to UOU's A/c should be filled at the appropriate place in the tender.

4. **EMD:** Each tender must be accompanied by an Earnest Money i.e. 2% of estimated value (50,00,000/-) put to tender **EMD of ₹ 1,00,000** (Rupees **One Lac** only) should paid through online in bank A/c details of UOU as provided above.
5. The tenderer shall be permitted to bid on the express condition that in case he revise or modifies his offer, or terms & conditions thereof, after submitting his tender, for any reason whatsoever during the tender process, or any of the information furnished by him/her is found to be incorrect or false, the Earnest Money Deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the University under the contract and Law, and the Tenderer will be liable for any loss suffered by the University on account of its withdrawal/modification etc. Besides forfeiture of EMD, he will also be debarred from participating in any other Tender Enquiry with UOU for a period of five year.
6. The firm, whose tenders are rejected, shall be refunded the EMD within one month.
7. **Security Deposit:**
The successful Tenderer has to deposit an amount equivalent to 5% of estimated cost put to tender i.e ₹ 2,50,000.00 (Rupees Two Lac Fifty Thousand only), (without any limit) as Performance Guarantee paid through RTGS / NEFT / ECS in bank A/c details of UOU as mentioned above. The time allowed for submission of the Performance Guarantee by the contractor shall be 7 (Seven) days of issue of the Letter of Acceptance. This period can be further extended, if required by the UOU for a maximum period ranging from 7 days at the written request of the contractor. The date of start of work may accordingly be fixed reckoning it after 7 (Seven) days from the date of issue of letter of commencement of work. **The Security Deposit & EMD shall not earn any interest.** If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.
8. The acceptance of a Tender will rest with the competent authority Honorable Vice Chancellor, UOU who does not bind himself to accept the Lowest Tender and reserves to himself the authority to reject any or all of the Tenders received without assigning any reasons. All Tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect are liable to be rejected.
9. Tenders containing any condition(s) are liable to be summarily rejected.
10. Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the contractors who resort to canvassing will be liable to rejection.
11. All rates shall be quoted online on the BOQ of the Tender.
12. On acceptance of the Tender, the name of the accredited Representative(s) of the contractor who would be responsible for taking instruction from the UOU shall be communicated to the Registrar, UOU.
13. The Uttarakhand Open University does not bind itself to accept the Lowest or any Tender and reserves to itself the right of accepting the whole or any part of Tender and the Tenderer shall be bound to perform the same at the rates quoted.



Registrar
Uttarakhand Open University
Haldwani (Nainital)

14. Tender shall remain open for acceptance for a period of 45 (Forty Five) days from the date of opening of Tenders and with a provision that it shall be further extendable for 45 days, if the Tenderer fail to keep the Tender open for acceptance as stated above or if the Tenderer withdraws his Tender before the expiry of the said period or makes any modifications in the terms and conditions of the Tender which are not acceptable to the University, then the University without prejudice to any other right or remedy be at liberty to forfeit the Earnest Money.
15. The contractor shall submit list of works with value which were executed by him so far and which are in hand at present.
16. Tenders and supporting documents should be signed with stamp all the pages and scan copy will have to upload through e-procurement. Hard copy of the tender documents will not be accepted.
17. ~~MSME For Exemption of Tender Document Fees & EMD will only be acceptable as per G.O. of Govt. of Uttarakhand- 1542/VII-3-19/143-UDYOG/2003 Dated : 20 / 08 / 2019~~

CRITICAL DATES

1	Start Date and time for downloading of tender document	01.08.2022, 13:00 Hours
2	Start Date and time for submission of tender document	01.08.2022, 13:00 Hours
3	Last Date and time for submission of tender document	20.08.2022, 17:00 Hours - CA
4	Last Date and time for submitting online Tender Fess	20.08.2022, 17:00 Hours - CA
5	Last Date and time for submitting online EMD	20.08.2022, 17:00 Hours - CA
6	Date and time for pre bid meeting	05.08.2022, 11:00 Hours
7	Place of pre bid meeting	UCU Head Quarter Haldwani
8	Date and time for opening of technical bid	22.08.2022, 11:00 Hours
9	Date and time for opening of financial bid	To be announced after Opening of Technical Bid





Submission of Tender

The tender shall be submitted online in one part, viz., technical bid and financial bid.

The following documents are to be scanned and uploaded within the period of bid submission furnished by the Contractor along with Technical Bid as per the tender document:


1. **Bidders must deposit the EMD of ₹ 1,00,000** (Rupees **One Lac** only) should be paid through online in bank A/c details of UOU as provided in Notice inviting tender (NIT).
 - i) Scanned copy of Experience certificate of appropriate value as per the tender notice, Certificate of PAN No and Tender Acceptance Letter (**Annexure-I**).
 - ii) Scanned copy of Certificate of last three years Income-tax return i.e. F.Y. 2020-21, 2019-20, 2018-19
 - iii) Certificate of financial turnover 50,00,000.00 from Chartered accountant of last three years i.e. F.Y. 2020-21, 2019-20, 2018-19
 - iv) Certificate of GST registration.
 - v) Scanned copy of Certificates / Affidavit of partnership firm, Organization chart, Partnership deed as per the tender documents.

NOTE:

1. Bids submitted through e-tendering process only, will be considered for further process. The e-tendering process shall be carried out in website www.uktenders.gov.in the State Govt. Procurement Portal of Government of Uttarakhand. No hard copy/Physical form of tender shall be accepted.
2. For details of process of online submission of bid, conditions of qualification, work experience, relaxation condition for work experience, documents to be submitted, EMD and Security deposit bidders should go through the tender terms and conditions thoroughly. It is understood that the tenderer has gone through all the terms and conditions before submitting his tender.
3. All the document must be self -attested by the tenderer as a proof that the document have been submitted by him.

FINANCIAL BID

- a) Schedule of Financial bid in the form of BoQ_XXXXX. Excel format
- b) Rate to be quoted exclusive of GST but GST number is to be printed on bill.
- c) If any tenderer indicates **Zero price (Nil charges) in the BoQ of the tender then such tenders shall be cancelled without prior information.**
- d) Rates shall be quoted up to two decimal only (excluding all taxes). Tax shall be paid as per government rules. Example: Valid 0.20, 0.12 Invalid: 0.213, 0.2341



Registrar
Uttarakhand Open University
Haldwani (Nainital)

TERMS & CONDITIONS

1. Incomplete and conditional tenders shall not be accepted by the university.
2. The rates provided by successful bidders shall be valid for two years from the date of contract which may be considered for further extension on the basis of satisfactory services.
3. The agreement between firm and university will normally be effective for a period of two years. The period of the contract may also be extended by the university on the basis of mutual consent but the term and conditions of the contracts and rates of services shall remain unchanged.
4. The SILM or other items that are received from the university for various individuals, institutions, regional centers, study centers and other places, will have to be delivered to the specified place within one week.
5. In the event of the firm not being able to deliver SILM to the specified place, arrangement shall be made by the firm to bring the undelivered SILM back to the university on its expenses. No additional amount shall be paid by the university for the same.
6. Payment of the bill for courier services will be made on monthly basis. All the PODS with the stamp/signature of consignee one to be submitted along with the bill for arranging payment. The payment of bill will be made through ECS system only for which details of bank Account No with IFSC of the bank are required to be given. If the documents are not delivered in stipulated time, amount of the same docket will be deducted from the bill.
7. The approved rate for sending courier Dak would be applicable for the period of two year.
8. For loss of any document courier Dak service provider will be held responsible.
9. If the service provided by the party is not satisfactory, UOU have reserve the right to cancel the service contract of courier Dak without giving any notice.
10. The decision of the UOU authorities shall be final and binding on both the parties. i.e. UOU and Firm in all matters.
11. The Court of Nainital will have jurisdiction over all legal disputes.
12. Approved Courier Dak Agency has to attend all the calls regarding inquiry of the docket and delivery of the docket.
1. **Disqualifications conditions:**
 - i. Tenderers who have been blacklisted or otherwise debarred by UOU or any department Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of 5 years from the date of blacklisting/debarment, whichever is earlier. The declaration must be given vide undertaking proforma given at "Annexure -IV"
 - ii. Any Tenderer whose Contract with the Uttarakhand Open University, or any department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period at any point of time during last five years, will be ineligible.
 - iii. Tenderer whose Earnest Money Deposit and/or Security Deposit has been forfeited by Uttarakhand Open University or any department of Central or State Government or any other Public Sector Undertaking during the last five years, will be ineligible.
 - iv. If the Proprietor/any of the partners of the Tenderer Firm/any of the Director of the Tenderer Company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible.
 - v. While considering ineligibility arising out of any of the above clauses, of any such disqualification in any capacity whatsoever (even as a Proprietor, Partner in another Firm, or as Director of a Company etc.) will render the tender disqualified.
 - vi. A Hindu Undivided Family (either as a Proprietor or partner of a firm) shall not be



entitled to apply for Tender. Any Tender submitted in the capacity of Hindu Undivided Family (either as a Proprietor or partner of a firm) shall be summarily rejected.

2. Instructions for submitting Tender:

The instructions to be followed for submitting the Tender are set out below:-

(a) The Tenderers must furnish full, precise and accurate details in respect of information asked vide tender document.

(b) Signing of Tender:

- i. Person or persons signing the Tender shall state in what capacity he is or they are signing the Tender e.g. as sole proprietor of a firm or a Secretary/ Manager/ Director, etc. of a limited company. In the case of registered partnership firm, the names of all the partners should be disclosed and Tender shall be signed by all the partners or their duly constituted Attorney, having authority to bind all the partners in all matters pertaining to the Contract. The original or an attested copy of Registered Partnership Deed should be furnished along with the Tender. In case of Limited Company, the names of all the Directors shall be mentioned and a copy of the Resolution passed by the Company authorizing the person signing the tender to do so on behalf of the Company shall be attached to the Tender along with a copy of the Memorandum and Articles of Association of the Company. In case of Society, the person signing the bids shall state the competency to sign the bids and enter into a contract in accordance with the Rules & Regulations and bye laws if any of the Registered Society and shall produce the self-attested copies of the Rules & regulations and Bye laws if any of the Registered Society.
- ii. The person signing the Tender, or any documents forming part of the Tender, on behalf of another or on behalf of registered firm shall be responsible to produce a proper power of attorney duly executed in his favor, stating that he has authority to bind such other person or the registered Firm as the case may be, in all matters pertaining to the contract. If the person so signing the Tender fails to produce the said power of attorney his tender shall be liable to summarily rejected without prejudice to any other right of the UOU under the Contract & Law.
- iii. The Power of Attorney should be signed by all the Partners in the case of a registered partnership concern, by the Proprietor in the case of proprietary concern, and by the person who by his signature can bind the Company Resolution by BoD in the case of Company. The each page of the entire tender documents must also be signed by the Tenderer/authorized person.

3. CORRUPT PRACTICES:

Any bribe, commission or advantage offered or promised by or on behalf of the Tenderer to any officer or official of UOU shall (in addition to any criminal liability which the Tenderer may incur) debar his tender from being considered. Canvassing on the part of or on behalf of the Tenderer will also make his Tender liable to rejection.

4. Uttarakhand Open University reserves the rights to reject any or all the Tenders without assigning any reason. The successful Tenderer will be intimated of the acceptance of his Tender by a letter/e-mail.
5. In case of any clear indication of cartelization, the UOU shall reject the tender(s) and forfeit the Earnest Money Deposit.
6. UOU will not enter into any negotiation even with the Lowest Tenderer.
7. If the information given by the Tenderer in the Tender Documents and its Annexures and Appendices is found to be false/ incorrect at any stage, UOU shall have the right to disqualify/summarily terminate the Contract, without prejudice to any other rights that the University may have under the Contract & Law.

8. The Registrar, Uttarakhand Open University, Haldwani for and on behalf of Uttarakhand Open University reserves the right to reject any or all the tenders without assigning any reason and does not bind him-self to accept the lowest or any tender.

A. GENERAL CONDITIONS

1. AGREEMENT:

The Contract would be for a period of two year which can be extended for further one year on the same terms and conditions keeping in view the performance of the Agency during the currency of the Contract. However, UOU reserves the right to terminate the Contract at any time even before the expiry of Contractual period if the Agency fails to render the services to the satisfaction of the office and also non-compliance of the provisions of Minimum Wages Act.

2. SUBLETTING:

The Contractor(s) shall not sublet, transfer or assign the contract or any part thereof without the previous written approval of the UOU. In the event of the Contractors contravening this condition the University shall be entitled to place the Contract elsewhere on the Contractor's account and at their risk and cost the contractor(s) shall liable for any loss or damage which the University may sustain in consequence or arising out of such replacing of the Contract.

3. QUALIFICATION CONDITIONS FOR TENDER:

- (i) Bidder should have at least 5 year experience of courier service to the central/ state govt. / PSU. Tenderer should have executed in any of the immediate preceding 5 years the work of value:
- (a) At least 25% of the estimated value of the contract to be awarded, in one single contract, in any single year

OR

- (b) 50% of the estimated value of the contract to be awarded, in different contracts, in any single year.

In case of partnership, only the experience of the Firm will be reckoned and for the purpose the experience of the Individual Partners will not be counted.

- a. Experience Certificate shall be produced from customers stating about satisfactory execution and completion of the contract(s) besides duly certifying the nature of work period of contract and value of the contract.
- b. Agency should be compulsorily registered under GST.

(ii) EARNEST MONEY:

Each tender must be accompanied by an Earnest Money 2% of estimated value (5,00,000/-) put to tender EMD of ₹ 100,000/- (Rupees One Lac only) should paid through online in bank A/c details of UOU are as follows:

- A/c Name- Uttarakhand Open University, Haldwani
- Bank Name- State Bank of India
- A/c No- 00000030617837388
- IFSC No – SBIN0005100

- The transaction details of remittance of EMD and Tender fees to UOU's A/c should be filled at the appropriate place in the tender.

Tender not accompanied by Earnest Money shall be summarily rejected. The Tenderer shall be permitted to tender on the express condition that in case he resign, or modifies his offer, or terms & conditions thereof, after submitting his Tender, for any reason whatsoever during the tender process, the Earnest Money deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the University under the contract and law, and the Tenderer will be liable for any loss suffered by the University on account of its withdrawal/modification etc. besides forfeiture of EMD. He will also be debarred from participating in any other Tender Enquiry with UOU for a period of five years. The Earnest Money will be returned to all unsuccessful Tenderers within a period of 30 days from the date of issue of the acceptance letter and to a successful Tenderer, after he has furnished the **Security Deposit @ 5% of actual work value**, if he does not desire the same to be adjusted towards the Security Deposit. No interest shall be payable on Earnest Money, in any case.

(iii) **SECURITY DEPOSIT & PERFORMANCE GUARANTEE:**

Successful bidder will have to submit Security deposit of Rs. 250,0000/- through RTGS/NEFT/IMPS/other online method in above mentioned University account number within seven days of issue of the acceptance letter. UOU shall not be liable to pay any interest on the Security deposit and it will be refunded only after satisfactory completion of contract period. If the service provided by the party is not satisfactory, the Performance Guarantee of the party will be forfeited and the order for Dak/ Courier work will be given to other party at his risk & cost.

- Upon satisfactory performance of the services and on completion of all the obligations by the contractor under the terms of contract and on submission of 'No Demand Certificate' from the concerned contractor and on obtaining a 'No Dues Certificate' from the assigned authority of Uttarakhand Open University, the Security Deposit will be refunded to the contractor subject to deductions, if any from the Security as may be necessary for recovering the claims of Uttarakhand Open University against the contractor. The Uttarakhand Open University will not be liable for payment of any interest on the Security Deposit.
- UOU shall have the rights to forfeit the entire or part of the amount of Security Deposit lodged by the contractors or to appropriate the Security Deposit or any part thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses charges, expenses or costs that may be suffered or incurred by The University. The decision of The Higher authority of UOU in respect of such losses, damages, charges, costs or expenses shall be final and binding on the contractor.
- In the event of the Tenderer failure, after the communication of acceptance of the tender by The University to furnish the requisite Performance Guarantee by the due date including extension period his contract shall summarily terminated besides forfeiture of the Earnest Money and The University shall proceed for the appointment of another contractor. Any losses or damages arising out of and incurred by The University by such conduct of the contractor will be recovered from the Contractor, without prejudice to any other rights and remedies of The University under the Contract of Law. The contractor will also be debarred from participating in any future tenders of The University for a period of Five Years After the completion of prescribed period of Five Years, the party may be allowed to participate in the future tenders of UOU provided all the recoveries/ dues have been effected by The University and there is no dispute pending with the

contractor/party.

- d. If the successful tenderer had previously held any contract and furnished Security Deposit the same shall not be adjusted against this tender and a fresh Security Deposit will be required to be furnished.

(iv) PAYMENT

The Agency shall abide by all statutory provisions applicable to the Contract and make all necessary statutory payments. On the production of proof of statutory payments, University will consider to reimburse the same subject to the conditions of the Contract.

- a. Payment will be made by UOU, on submission of bills in duplicate, "the work has been done satisfactorily" certificate issued by competent authorities or any officer acting on his behalf, as the case may be.
- b. The payment will be released electronically for which the Contractor/Agency shall give its account details along with each bill in prescribed format.

(v) NOTICE FOR TERMINATION OF CONTRACT

The Contract can be terminated by The University without assigning any reason by ~~giving one month notice in writing.~~

TERMS & CONDITIONS OF GOVERNING CONTRACT FOR PROVIDING COURIER DAK SERVICES WORK at Uttarakhand Open University, Haldwani (Nainital)

1. DEFINITION

- a. The terms 'Contract' shall mean and include the invitation to tender incorporating also the General Information to tenderers, the tender, its annexures, appendices, acceptance of tender and such general and special condition as may be added to it.
- b. The terms University or UOU wherever occurs shall mean the Uttarakhand Open University, Established in 2005 by an act of Uttarakhand Legislative Assembly Recognized by UGC, DEB, listed in AIU.
- c. The terms The Registrar, UOU shall mean the Registrar, Uttarakhand Open University under whose administrative jurisdiction the Uttarakhand Open University which the related contract fall. The term Registrar, Uttarakhand Open University shall also include the other officers for the time being authorized to execute contract(s) on behalf of the Uttarakhand Open University.
- d. The term 'Agency/Contractor' shall mean and include the person or persons, Registered Firm or Company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assignees, as the case may be.
- e. The term 'Agency Rates' shall mean the rate of payment accepted by Registrar, UOU for and on behalf of the Uttarakhand Open University.

2. PARTIES TO THE CONTRACT

- a. The parties to the Contract are contractors/Agency and the Uttarakhand Open University represented by Registrar and/or any other person authorized and acting on his behalf.
- b. The person signing the tender or any other document(s) forming part of the tender, on behalf of any other person or a registered firm shall be deemed to warrant that he has authority to bind such other person or the registered firm, as the case may

- be, in all matters pertaining to the contract. If, at any stage, it is found that the person concerned had no such authority, the UOU may, without prejudice to other civil/criminal remedies, terminate the contract and hold the signatory liable for all costs and consequences/damages.
- c. Notice or any other action to be taken on behalf of Uttarakhand Open University may be issued/ accepted by the Registrar, UOU or any other officer so authorized and acting on his behalf.
 - d. The Agency shall not during the currency of the contract make, without the prior approval of The University any change in the constitution of the firm. The Agency shall notify to The University the death/resignation of any of the partner(s)/Director(s) immediately on the occurrence of such an event. On receipt of such notice The University shall have the right to terminate the contract at its discretion.

3. CONSTITUTION OF CONTRACTORS/AGENCY

- a. The contractors shall, in the Tender, indicate whether they are a sole Proprietary concern, or Registered Partnership Firm, or a Private Limited Company, or a Public Limited Company. The composition of the Registered Partnership, or names of Directors of Company, as applicable, shall be indicated. The Contractor shall also nominate a person for the active management and control of the work relating to the Contract during the tenure of the Contract. The person so nominated shall be deemed to have full authority from the Contractor in respect of the Contract and his acts shall be binding on the Contractor.
- b. If the Tenderer is a Registered Partnership Firm, there shall not be any reconstitution of the partnership without the prior written consent of The University till the satisfactory completion of the Contract, failing which the contract shall be forthwith liable for termination treating it as breach of contract by the Contractor with consequences following therefrom.
- c. The Contractor shall notify to the Corporation the death/resignation of any of their Partners/Directors immediately on the occurrence of such an event. On receipt of such notice, The University shall have the right to terminate the Contract.

4. SUBLETTING

The Agency shall not sublet, transfer or assign the contract or any part thereof. In the event of the Agency contravening this condition The University is entitled to terminate the contract and to get the balance terms under the contract executed at the risk & cost of the Agency and the Agency shall be liable for all losses or damage which The University may sustain in consequence or arising out of such replacing of the contract.

5. BRIBE COMMISSION, GIFT ETC.

An Act of bribe, gift or advantage, given, promised or offered, by or on behalf of the Agency, or any one of their partners/Directors/Agents or officials, or any person on his or her behalf to any officer, officials, representative or Agent of The University, or any person on his or their behalf for showing any favour or forbearing to show any disfavour to any person in relation to the Contract, shall make the agency liable for termination/debar, as the case may be, of this Contract or any other Contract with The University and the Agency shall be liable to reimburse The University of any loss or damage resulting from such cancellation. Canvassing on the part or on behalf of the Tenderer will also make his Tender liable for rejection.

6. PERIOD OF CONTRACT:

The bottom of the page features several handwritten signatures in blue ink. To the right of the signatures, there are official stamps, including one from 'Uttarakhand Open University' and another from 'Registrar, UOU'. There are also some handwritten notes and marks near the stamps.

- i. The Contract shall remain in force for a period of two years, extendable on mutual consent for a period of One year on same rates, terms & conditions.
- ii. The Registrar reserves the right to terminate the contract at any time during its currency without assigning any reason thereof by giving thirty days' notice in writing to the Contractor/Agency at their last known place of residence/business and the Agency shall not be entitled to any compensation by reason of such termination. The action of the Registrar, UOU under this clause shall be final, conclusive and binding on the Contractor/Agency and shall not be called in question.

7. LIABILITY OF AGENCY FOR LOSSES SUFFERED BY CORPORATION

The Agency shall be liable for all costs, damages, charges and expenses suffered or incurred by the Corporation due to the Agency's negligence and un-workman like performance of any services under this Contract, or breach of any terms of the Contract, or failure to carry out the work under the Contract, and for all damages or losses, occasioned to The University, or in particular to any property belonging to The University, due to any act, whether negligent or otherwise, of the Agency or his employees. The decision of Registrar, UOU regarding such failure of the Agency and their liability for the losses, etc. suffered by The University, and the quantification of such losses, shall be final and binding on the Agency.

8. SUMMARY TERMINATION OF THE CONTRACT:

- a. In the event of the Agency having been adjudged insolvent Or goes into liquidation or winding up their business or making arrangements with their creditors for failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the Registrar, UOU shall be at liberty to terminate the Contract forthwith without prejudice to any other rights or remedies under the Contract and Law and to get the work done for the unexpired period of the Contract at the risk & cost of the Agency and the to claim from the Agency any resultant loss sustained or cost incurred by The University.
- b. The Registrar, UOU shall also have without prejudice to other rights and remedies the right, in the event of breach by the Agency or of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the unexpired period of the contract at the risk and cost of the agency and/or forfeit the Contract Performance Guarantee or any part thereof for the sum or sums due for any damages, losses, charges, expenses or cost that may be suffered or incurred by The University due to the contractor's negligence or unworkmen like performance of any of the services under the contract.
- c. The decision of the Registrar, UOU in respect of damages, losses, charges, costs, or expenses shall be final and binding on the Agency.
- d. The University shall not be liable for payment of any interest on the EMD/SD or any depreciation thereof for the time it is held by The University.

9. RECOVERY OF LOSSES SUFFERED BY THE UNIVERSITY:

- a. The University shall be at liberty to reimburse themselves for any damages, losses, charges, costs or expenses suffered or incurred by him due to Agency negligence and workman like performance of services under the contractor breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time hereafter may become due, to the Agency

under this or any other contract with The University. In the event of the sum which may be due from the agency, as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the Agency as aforesaid shall be deducted from the SD furnished by the Agency. If this sum also be not sufficient to recover the full amount claimed by The University, the Agency shall pay to The University on demand the remaining balance of the aforesaid sum claimed.

- b. The Registrar, UOU will be the sole judge for determining after taking into consideration all the relevant circumstances, the quantum of value of loss and also in regard to the liability of Agency for such loss of the amount, to be recovered from them. The decision of the Registrar, UOU in this regard shall be final and binding on the Agency.
- c. In the event of the default on the part of the Agency in their failure to perform any of the services mentioned in this tender efficiently and to the entire satisfaction of the Registrar UOU or any officer acting on his behalf, the Registrar shall without prejudice to other rights and remedies, under this tender have the right to recover by way of Liquidated damages from the Agency a sum of rupees one hundred per day. The parties to the Contract have of read that the amount of Liquidated damages specified above represents a genuine estimate of the loss likely to be caused to The University. The decision of the Registrar, UOU on the question whether the Agency have committed such default or have failed to perform any such service efficiently and are liable to pay liquidated damages and as to the quantum of such Liquidated damages, shall be final and binding on the Agency.
- d. **SET OFF:**
Any sum of money due and payable to the Agency (including SD returnable to Agency) under this contract may be appropriated by The University and set off against any claim of The University under this contract or any other contract made by the Agency with The University.
- e. **INDEMNITY:**
The Agency shall defend, indemnify and hold U O U during and after the terms of the Contract harmless from and against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising or resulting from violation of any laws by the Agency or its personal or in any way connected with the acts, amenities, negligence, breach of his agreement and failure to perform obligations under this contract.
- f. The Agency shall strictly abide by the Rules, Regulations & Laws of India.

10. BOOK EXAMINATION:

The Contractor shall, whenever required, produce or cause to be produced for examination by the Registrar, UOU or any other officer authorized by him in this behalf, any cost or other accounts books, vouchers, receipts, letters, memoranda or writing, or any copy of, or extract from, any such documents, and also furnish information and returns, verified in such manner as may be required relating to the execution of this Contract. The decision of the Registrar, UOU on the question of relevancy of any document, information or return shall be final and binding on the Contractor. The Contractor shall produce the required documents, information and returns at such time and place as may be directed by the Registrar, UOU.

11. RATES

- i. The Contractor shall quote his service charges for providing the courier. The contractor is not entitled to claim any enhancement of service



Handwritten signatures and stamps are present at the bottom of the page. On the left, there is a large, stylized signature in blue ink. To its right is a smaller signature. Further right is a circular official stamp of the University of Uttarakhand, with the text 'University of Uttarakhand' and 'Haldwani (Uttarakhand)' visible. There are also some other smaller, less legible stamps and marks.

charge rates and cost of material on any account during the tenure of the Contract. No escalation whatsoever shall either be claimed or considered.

- ii. There will be no change/enhancement towards the cost of material and labor/worker during the currency of the contract.
- iii. Rates quoted should be inclusive of all taxes & cess and exclusive of GST.

12. LAW GOVERNING THE CONTRACT & DISPUTE RESOLUTION:

- a. The Contract will be governed by the State Government rules and university act for the time being in force. Any dispute arising out of this contract will be settled in the court of law of competent jurisdiction. The Courts in Nainital shall have exclusive jurisdiction to adjudicate the dispute arising under the contract.
- b. The decision of the Registrar, UOU in all matters of Contract shall be final and binding on both the parties i.e. Uttarakhand Open University and the Agency.

The block contains handwritten text in blue ink. On the left is a large, stylized signature that appears to read 'L. Singh'. To its right are several smaller, less distinct handwritten marks and initials, possibly 'W', 'S', and 'N', followed by a diagonal line.

TECHNICAL BID FORM

SL	Documents/ Detail required	Document / detail Mentioned / Submitted	Page Number
1.	Tender No- Due Date & Time		
2.	Name of Bidding Firm Address of Bidding Firm		
3.	Name of the person Signing the bid Designation of the person Signing the bid • Mobile • Land line Telephone No • Email ID		
4.	Tender document fees Details Uploaded (Y/N) • Date • Amount • Transaction Number		
5.	Earnest Money Deposit Transaction Details Uploaded (Y/N) • Date • Amount • Transaction Number		
6.	PAN Card (Firm / Proprietors) Uploaded (Y/N)	Pan No-	
7.	GST or Service Tax Registration Certificate Uploaded (Y/N)	GST No-	
8.	Tender Acceptance letter in prescribed format on Firm Letter Head with Seal Uploaded (Y/N)		
9.	Capacity in which bid is signed by the Bidder (Proprietor/ Partner/ Director) Authorized Supporting Document Uploaded (Y/N)		
10.	Non Blacklisted Affidavit in prescribed format Uploaded (Y/N)		
11.	Attested certificate of Work Experience for last 5 Years (i.e. 2016-17, 2017-18, 2018-19, 2019-20, 2020-21). Uploaded (Y/N) (The certificate must be issued by Competent Authority & should have Signature, Seal, date of issue & Reference number clearly mentioned)		
	• 2016-17		
	• 2017-18		
	• 2018-19		
	• 2019-20		
	• 2020-21		
12.	Balance Sheet along with Profit and Loss A/c duly certified by Chartered		

SL	Documents/ Detail required	Document / detail Mentioned / Submitted	Page Number
	Accountant having turnover of equal or more than Rs. 50,00000.00 for Financial Year i.e. F.Y. 2020-21, 2019-20, 2018-19 Uploaded (Y/N)		
	• 2018-19		
	• 2019-20		
	• 2020-21		
13.	A certificate of turnover equal or more than Rs. 50 Lac Financial Year i.e. F.Y. 2020-21, 2019-20, 2018-19 duly attested by Chartered Accountant. Uploaded (Y/N)		
	• 2020-21	Turnover Amount Rs.	
	• 2019-20	Turnover Amount Rs.	
	• 2018-19	Turnover Amount Rs.	
14.	Income Tax Return for the last three Financial Year Uploaded (Y/N)		
	• 2018-19		
	• 2019-20		
	• 2020-21		
15.	List of Manpower available with the firm Mentioning Name, Designation & Contact number of Employee Uploaded (Y/N)		
16.	Partnership Deed in case of partnership firm		
17.	Attested copy of Power of Attorney (if applicable)		
18.	By laws in case of society		
19.	Certificate of MSME For Exemption of Tender Document Fees & EMD will only be acceptable as per G.O. of Govt. of Uttarakhand- 1542/VII-3-19/143-UDYOG/2003 Dated : 20 / 08 / 2019 Uploaded (Y/N)		

Signature of Bidder _____
Name in Block Letter _____

Place _____
Date _____

Note:-

- All uploaded Documents must be self-attested with seal by the bidder.
- All uploaded documents must be clearly visible and readable.
- Please don't upload any extra documents which are not demanded in tender documents.
- All documents must be uploaded according to the serial number mentioned in technical bid form by making annexures.



Financial Bid Format (To be filled on line)

Particulars	Price (In Rupees)				
	Up to 1 Kg	1 Kg to 5 Kg	5 Kg to 10 Kg	10 Kg to 20 Kg	20 Kg to 50 Kg
All Hill districts of Uttarakhand					
All Plain districts of Uttarakhand					
For study centers within 100 Kms of regional office Haldwani.					





Registrar
Uttarakhand Open University
Haldwani (In initial)



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

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender for the work of courier service for
Uttarakhand Open University, Haldwani (Nainital)

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

2. I/ We have downloaded / obtained the tender document(s) for the above mentioned
'Tender/Work' from the web site(s) namely:

As per your advertisement, given in the above mentioned website(s).

3. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents 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.

4. The corrigendum(s)/appended issued from time to time by your department/ organization has also been taken into consideration, while submitting this acceptance letter. The same shall be uploaded in e Procurement.



5. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

6. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

7. I/We do hereby declare that we have not been blacklisted or otherwise debarred by UOU or Central/State Govt. or any Central/ State PSU /Statutory Corporations for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions.

8. I/We hereby declare that the contract entered into by the Tenderer with UOU or central/state Govt. or any central/ State PSU /Statutory Corporations has not been terminated before the expiry of the contract period for breach of any terms and conditions at any point of time during the preceding five years

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

FORMAT FOR AFFIDAVIT OF NON-BLACK LISTING

(To be furnished on Rs. 100 Non-Judicial Stamp Paper)

To,

The Registrar
Uttarakhand Open University,
Haldwani, District Nainital, (Uttarakhand)

In response to the Bid No..... dated for quoting against the Bid as an
Director of M/s, I /We hereby declare that our
Company/Firm is having unblemished past record and was not declared
blacklisted or ineligible to participate for bidding during last two financial years by any State/Central
Govt. or PSU due to unsatisfactory performance, breach of general or specific instructions, corrupt /
fraudulent or any other unethical business practices.

Yours faithfully,

Authorized Signatory

Name _____

Designation _____

Company name with seal _____

