

CSIR-INDIAN INSTITUTE OF PETROLEUM, DEHRADUN – 248 005

No.: Courier Service/Gen/2019

NOTICE INVITING TENDER FOR EMPANELMENT OF FIRMS FOR PROVIDING COURIER SERVICES

CSIR-INDIAN INSTITUTE OF PETROLEUM, DEHRADUN invites Tenders under '**Two Bid System**' as mentioned hereunder in the attached prescribed format from reputed firms/establishments having adequate experience in the field of providing courier.

Interested firms/establishments may submit bids through Central Public Procurement Portal Website: <https://etenders.gov.in/eprocure/app> or www.iip.res.in .

The Bidder/Tenderer is requested to quote rates in the 'Financial Bid' keeping in view the terms and conditions of this Tender Document and the tender is liable to be rejected if any change in the terms and conditions is proposed. The Bidder/Tenderer has to submit Earnest Money Deposit of Rs. 10,000/- through Demand Draft or online transfer (**The Director, IIP; Name of Bank: State Bank of India, Account Number: 30266912400, IFSC - SBIN0002359**) only (payment by cheque or any other mode is not acceptable) in favour of “Director, CSIR-Indian Institute of Petroleum, Dehradun” along with the Technical Bid. Tenders without the Earnest Money Deposit (Demand Draft Only) will be deemed rejected.

Important Dates

Published Date	08.08.2019
Bid Document Download Start Date	08.08.2019 at 11:00 a.m.
Bid Submission End Date	26.08.2019 at 3:00 p.m.
Date of Technical Bid Opening	27.08.2019 at 3:00 p.m.

The Tender Document can also be downloaded from the website www.iip.res.in. The bid shall be submitted at the office of Controller of Administration, CSIR-Indian Institute of Petroleum, Dehradun.

Controller of Administration

CSIR-INDIAN INSTITUTE OF PETROLEUM, DEHRADUN

ELIGIBILITY CRITERIA

1. The Bidder/Tenderer should be based at **Dehradun** and operating their business from Dehradun. **Attach photo-copy of proof.**
2. The Bidder/Tenderer should have a proper established office premises having necessary infra-structure and sufficient man-power on its rolls so as to provide immediate, satisfactory and efficient courier services. Tenders received from Firms/establishments operating from residential premises and not having proper established office premises having necessary infra-structure and manpower on its rolls shall be rejected. The decision of Director, CSIR-IIP, in this regard shall be final and binding on the Bidders/Tenderers.
3. The Bidder/Tenderer are hereby informed that the company will arrange inspection of the office premises and infra-structure facilities of Bidder/Tenderer through a Committee of Officials of the Institute may visit for the purpose to verify the existence and status of firm/establishment with necessary infra-structure facility in providing satisfactory and efficient courier services so as to take a decision about the qualification of Technical Bids of Bidder/Tenderer. The decision of Director, CSIR-IIP in this regard shall be final and binding on the Bidders/Tenderers.
4. The Bidder/Tenderer **should have a minimum experience of five years in the field of providing courier services.**
5. The Bidder/Tenderer should have a valid PAN Number issued by Income Tax Authority. **Attach photo-copy of PAN Card.**
6. The Tenderer/Bidder should be registered with Goods & Service Tax Authority and should have a valid GST Number issued by Statutory Authority and should be ready to issue GST Compliant Bills/Invoices for release of payment. **Attach self attested photo-copy of GST Registration with GST number.**
7. The Bidder/Tenderer should have rendered satisfactory courier services to **atleast two** Public Sector Companies / Central or State Government Undertaking / Autonomous Institute / Corporate Establishment of repute having minimum paid-up capital of Rs. 10 Lacs during the last three years Financial Years. **Attach Certificate of Experience and providing satisfactory Courier Services from concerned Establishments/Companies.**
8. The Bidder/Tenderer **should have a On-line Developed Software available on its Official Website so as to enable the Company to track status, date and time of delivery of each consignments** handed over for delivery to the Bidder/Tenderer. Soft copy of Daily Feedback of deliveries/status of consignments will be required to be submitted by the Bidder/Tenderer.
9. The Bidder/Tenderer should furnish List of Clients to whom satisfactory courier services are given by them **during the last three financial years i.e. 2016-17, 2017-18 and 2018-**

- 19. Attach Certificates from concerned Clients/Companies. Attach list of present and past clients as per Annexure III.**
- 10. The Bidder/Tenderer should have minimum average annual turn-over of Rs. 10 Lacs and should have earned profit during the last three financial years i.e. 2016-17, 2017-18 and 2018-19. Attach Certificate from Chartered Accountant in this regard as per format given in Annexure IV.**
11. The Company will debar Bidders/Tenderers having relatives working in CSIR-IIP from tendering in any capacity. A Non-relationship Certificate is required to be submitted as per **Annexure II** of the Tender Document.
- 12. The Bidder/Tenderer will have to submit “Acceptance Letter” on its Letter Head as per specimen given in Annexure V.**
13. The Tenders from Individual / Firm / Organization including its Partners / Shareholders / Directors who have been blacklisted / prosecuted by any departments / statutory bodies in any State or by any Court of Law, shall not be entertained. An Undertaking on the Letter Head of the Company as per specimen given in **Annexure VII** is required to be submitted along with Technical Bid.
14. The Tenders from Bidders who's Technical Bid(s) were earlier rejected by CSIR-IIP on account of fake supporting documents etc. shall not be entertained.

TERMS, CONDITIONS AND INSTRUCTIONS FOR BIDDERS

1. The Tenders/Bids shall be valid for a period of **at least three months from the date of opening of “Technical Bid” of the Bidders/Tenderers.**
2. The Tenders are invited on **“Two Bid System”** i.e. Technical Bid and Financial Bid.
3. Tenderers/Bidders are advised to follow the instructions provided in the ‘Instructions to the Bidders/Tenderers for the submission of the bids’
4. **The “Financial Bid” alongwith EMD and other credentials** shall be deposited in the office of Controller of Administration, CSIR-IIP before 26.08.2019 at 3:00 p.m.
5. The Tenderer/Bidder has to submit Earnest Money of Rs. 10,000/- through Demand Draft or through online transfer *Name of Bank: State Bank of India, Account Number: 30266912400, IFSC - SBIN0002359*, **(payment through cheque or any other mode is not acceptable)** in favour of “The Director, CSIR-Indian Institute of Petroleum, Dehradun payable at Dehradun” **along with the Technical Bid.** Tenders without the Earnest Money Deposit will be deemed rejected.
6. The Earnest Money shall be forfeited if the Tenderer withdraws his Tender during the period of Tender Validity. The Earnest Money will also be forfeited if in the case of the successful Tenderer, the Tenderer fails to comply with all the terms and conditions of the Tender Document.
7. The Earnest Money shall be forfeited if :-
 - (i) The Bidder/Tenderer withdraws his Tender during the Validity Period of Tender.
 - (ii) The Successful Bidder/Tenderer fails to comply with all the terms and conditions of the Tender Document during the currency of the contract.
 - (iii) The Successful Bidder/Tenderer fails to comply with the GST and other rules and regulations set forth by Government.
8. As per Public Procurement Policy of Government of India, exemption from payment of Earnest Money Deposit is allowed to Micro and Small Enterprises (MSEs) provided such MSEs enclose certified copy of Valid Certificate of Registration as MSEs issued by appropriate Registering Authority and letter from such Registering Authority certifying exemption from payment of Earnest Money Deposit to such MSEs. Kindly note that if these documents are not attached with the Technical Bid of Tender Document submitted by MSE Bidder/Tenderer their Bid/Tender shall not be considered/entertained and shall be treated as rejected.
9. The successful Bidder/Tenderer, on empanelment of their firm to provide courier services to the company, shall be required **to keep a deposit of an amount of Rs. 25,000/- (Rupees Twenty Five Thousand Only) as Security Deposit** with the Institute through online transfer in favour of The Director CSIR-IIP, *(Name of Bank: State Bank of India, Account Number: 30266912400, IFSC - SBIN0002359)* within 15 days from the date of

receipt of Empanelment Letter. This deposit will remain with the Company during the currency of the empanelment with the company and **no interest will be paid on this security deposit amount.** This Security Amount will be refunded to the Bidder/Tenderer on completion / termination / cancellation of the contractor after deducting any dues payable to the Company on whatsoever account subject to Bidder/Tenderer submitting a **“No Dues” Indemnity Bond** on a non-judicial stamp paper of requisite value duly notarized **as per specimen given in Annexure VIII of the Tender Document.**

10. All the copies of the documents mentioned in the Eligibility Criteria, Technical Bid, **Annexures I to VII** and other necessary documents are required to be attached with the “Technical Bid” to be eligible for opening of “Financial Bid” as these documents will help in evaluating the Technical Bid of the Tenderer.
11. Earnest Money Deposit of unsuccessful Tenderer/Bidders will be refunded within 30 days from the date of opening of tenders except of the qualified bidder.
12. Unsealed tenders will not be accepted. The tender received in any manner other than prescribed above shall be summarily rejected. Any tender received after the scheduled date and time shall not be considered. The Institute will not accept any responsibility for the tenders lost in transit or delivered elsewhere and as such the tenders lost in transit or delivered elsewhere will not be considered and treated as rejected.
13. At first instance only “Technical Bid” will be opened on the scheduled date and time given in the “Notice inviting Tender”. The Technical Bids will then be evaluated on the basis of documents/information furnished and eligibility criteria. The company will arrange inspection of the office premises and infra-structure facilities of Bidder/Tenderer through a Committee of Officials of the Company and/or through an Investigator appointed for the purpose to verify the existence and status of firm/establishment with necessary infra-structure facility in providing satisfactory and efficient courier services so as to take a decision about the qualification of Technical Bids of Bidder/Tenderer. The decision of Committee, in this regard shall be final and binding on the Bidders/Tenderers.
14. The Tenderer/Bidder who will qualify in the “Technical Bid” will only be eligible for opening of their “Financial Bid”. The date and time of opening of “Financial Bid” shall be intimated to individual qualified bidders.
15. All over-writings/corrections should be duly signed by the Tenderer/Bidder.
16. Each Tenderer/Bidder will submit only one tender either by himself or as a partner in joint venture/firm/company.
17. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of Land. Such action will result in the rejection of bid, in addition to other punitive measures.
18. Tenders/Bids must be received by/submitted to Controller of Administration, CSIR-Indian Institute of Petroleum, Dehradun by the date and time stipulated in the Notice

Inviting Tender. The Institute may, at its discretion, extend the deadline for submission of Tenders/Bids in which case all rights and obligations of the Company and the Tenderer/Bidder will be the same. The information thereof will be available on the Institute's Website and Notice thereof will not be published in any newspaper. All Tenderers/Bidders are, therefore, advised to visit the website regularly for updates.

19. The Contract with the Bidder/Tenderer can be cancelled by the Institute by giving one month's notice in writing without assigning any reason, whatsoever.
20. In case the Bidder/Tenderer desires to cancel the contract, he is required to give three months notice in writing to the Institute otherwise the Security Deposit lying with the company will be forfeited and not refunded.
21. The Bidder/Tenderer is required to sign an Agreement (enclosed as Annexure VI) with the Company containing various terms and conditions and penalty clause
22. The Director, CSIR-IIP, reserves the right to reject/cancel any or all the tenders without assigning any reason, whatsoever.
- 23. Assistance to Bidders:** Any queries relating to the tender document and terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender as Section Officer(G), Phone number 0135-2525765 or email: bsarang@iip.res.in.

SCOPE OF SERVICES AND PAYMENT TERMS AND CONDITIONS

1. The Bidder/Tenderer is required to provide the courier services for a **initial period of two years**. However, the contract for providing courier services can be **renewed thereafter on mutual consent** subject to the condition that the courier services provided by the Bidder/Tenderer during the contract period is found satisfactory.

2. The Bidder/Tenderer will arrange to collect courier letters/packages daily i.e. 4.30 PM on every working day from the respective department of the Institute.

3. The Bidder/Tenderer is required to submit PODs of the letters/packages collected from the various departments as proof of delivery of letter/package within seven days from the date of collection of letter/package to the respective departments of the company for record/verification. In the event of non-submission of PODs for the courier/packages sent, no payment will be made to the Bidder/Tenderer.

4. PENALTY / DEDUCTION FOR LATE DELIVERY OF CONSIGNMENTS

If the Bidder/Tenderer or its franchises/agents fails to deliver the consignments on time or within the stipulated period mentioned above for any reason, the deduction or penalty will be deducted from the amount payable to Bidder/Tenderer as under :-

For One Day delay beyond Delivery Schedule mentioned	100% of the Rate quoted by the Bidder/Tenderer.
For Each Day Delay after One Day delay beyond Delivery Schedule	Rs. 100/- per day as Penalty for Late Delivery Charges.

5. That in case the Bidder/Tenderer

- (i) Manipulates the delivery particulars;
- (ii) Damages the consignments;
- (iii) Mis-handles the consignments, which result in loss in full or any part/item of the consignments;
- (iv) Submits wrong bills;
- (v) Submits unreliable delivery status report or which is found to be incorrect.
- (vi) Picks up a consignment and then returns it on the plea that the address is outside the area of operations of the First Party; then the Company shall impose a panel charge of Rs. 2000/- (Rupees Two Thousand Only) per consignment or the amount of consequential loss suffered by the Second Party, whichever is more.
- (vii) If more than three mistakes occur, the company will be blacklisted.

6. The Bidder/Tenderer will submit monthly bills to institute for the letters/packages received from them for courier along with PODs for verification and certification of amount payable as per approved rates.

7. The Bidder/Tenderer is required to deposit Goods and Services Tax and any other tax with the respective authorities and keep record of the same.

8. The Bidder/Tenderer should have a On-line Developed Software available on its Official Website so as to enable the Company to track status, date and time of delivery of each consignments handed over for delivery to the Bidder/Tenderer. Soft copy of Daily Feedback of deliveries/status of consignments will be required to be submitted by the Bidder/Tenderer.

9. The Bidder/Tenderer on empanelment by the company is/are required to keep a **deposit of an amount of Rs. 25,000/- (Rupees Twenty Five Thousand Only) as Security Deposit** with the Institute. This deposit will remain with the Company during the currency of the contract and no interest shall be paid on this amount.

10. The Bidder/Tender is required to **sign an Agreement** containing detailed terms and condition and penalty clause in case the Bidder/Tenderer fails to deliver the courier within the specified time. The specimen of the **Agreement is enclosed as Annexure VI of the Tender Document.**

ANNEXURE I

'TECHNICAL BID'

The Bidder is requested to furnish the following information.

SNo.	Description	Particulars
1)	Name of the Firm/ Establishment	
2)	Registered Address of the Firm/ Establishment.	
3)	Year of Establishment	
4)	Whether the Firm/ Establishment is proprietorship/ partnership/ Pvt. Ltd. or Public Limited Company. Attach Self attested copy of document with Registration No.	
5)	Whether the Bidder/ Tendered is categorized as Micro and Small Enterprises under Public Procurement Policy of Govt. of Indi and eligible for benefits. If yes, please attached the self-attested copy.	
6)	a. Name of the authorized contact person b. Mobile/ Landline number c. Fax- number d. E-mail id	
7)	PAN number of the Firm/ Establishment. (Copy attached)	
8)	Goods and Service Tax number of the Firm (Copy attached)	
9)	Office website address of the bidder/ tendered where online tracking of status of delivery, delivery time and date can be checked	

10)	Experience in the field of providing courier service.	
11)	Bank account details of the firm a. Bank account no. b. Bank name & address c. IFSC Code d. MICR Code (attach photocopy of cancelled cheque)	
12)	List of existing clients along with proof (attach the satisfactory performance certificate)	
13)	The tenderer should have minimum average annual turnover of Rs. 10 lacs for the last three financial years i.e. 2016-17, 2017-18 and 2018-19	
14)	EMD of Rs. 10,000/- (Rs. Ten Thousand only) details (payment through online transfer)	
15)	Signature	

ANNEXURE II

FORMAT OF NON-RELATIONSHIP CERTIFICATE

I / We / Our organization, _____ including our Partners / Share-holders / Directors hereby certify that none of my / our relative(s) is / are employed in CSIR-Indian Institute of Petroleum, Dehradun. In case at any stage, if it is found that the information given by me / us is false / incorrect, CSIR-Indian Institute of Petroleum, Dehradun shall have the absolute right to take any action as deemed fit without any prior intimation to me / us.

Signature of the Tenderer with Seal _____

Name of the Tenderer _____

Date _____

ANNEXURE III

LIST OF PRESENT AND PAST CLIENTS DURING LAST THREE YEARS.

(Please give complete details as per the following format along with the Experience Certificate issued by clients/organisations. This information provided will facilitate evaluation of Technical Bid).

SNo.	Name of the Organisation with complete address	Name and designation of the contract person with telephone no./ Mobile No./ e-mail id	Period for which contact for courier service was awarded	Nature of work	Annual turnover

Signature with Stamp

Name of firm:

Authorized person

Contact number

Email-id

ANNEXURE IV

**CERTIFICATE REGARDING TURN-OVER OF TENDERER DURING THE LAST
THREE FINANCIAL YEARS**

I / We, M/s _____, the tenderer/bidder for providing courier services on Contract Basis, hereby confirm that the average total turn-over of the firm/company and profit during the last three financial years i.e. 2016-17, 2017-18 and 2018-19 is more than Rs.10 Lacs. The financial year-wise break-up is given below:

SNNo.	FINANCIAL YEAR	ANNUAL TURN-OVER FOR THE YEAR	PROFIT EARNED FOR THE YEAR
1	2016-17		
2	2017-18		
3	2018-19		

SIGNATURE & SEAL OF THE TENDERER

CERTIFICATE BY CHARTERED ACCOUNTANT

I / We, _____, Chartered Accountants, certify that the figures regarding Annual Turnover and profit earned for the financial years mentioned above in respect of M/s. _____ are correct and true as per their Books of Accounts and other related records.

SIGNATURE & SEAL OF THE CHARTERED ACCOUNTANT

ANNEXURE V

ACCEPTANCE LETTER

To,
Director
CSIR-Indian Institute of Petroleum
Dehradun – 248 005

Dear Sir,

Re: Acceptance of Tender Conditions.

The tender document for providing Courier Services floated by CSIR-Indian Institute of Petroleum, Dehradun have been downloaded through the Website by me / us. I / We have gone through and read the entire terms and conditions and scope of services of the tender document of the CSIR-IIP and I / We shall abide by the conditions/clauses contained in the tender document. In case any provision of the tender is found violated, I / We agree that the tender shall be liable to be rejected and CSIR-IIP shall without prejudice to any other right or remedy will be at liberty to forfeit the Earnest Money absolutely deposited by me / us along with the tender document.

I / We hereby unconditionally accept all the terms and conditions of the Tender Document for Empanelment of Firm for providing Courier Services in its entirety.

The required Earnest Money is enclosed herewith in the form of online transfer of Rs. 10,000 (Ten thousand only) as per details given below:

Thanking you,

Yours faithfully,

SIGNATURE OF BIDDER/TENDERER

WITH DATE AND RUBBER STAMP

ANNEXURE VI

(To be submitted and signed on Empanelment of Bidder/Tenderer)

AGREEMENT

This Courier Service Agreement (hereinafter referred to as “Agreement”) is made at Dehradun on this _____ day of _____ month of the year and is being executed

BETWEEN M/s _____
(hereinafter referred to as “**FIRST PARTY**”, which expression shall include the legally constituted signatories, heirs, successors and assigns) having its registered office located at _____ on the **FIRST PART**;

AND CSIR-INDIAN INSTITUTE OF PETROLEUM, DEHRADUN (hereinafter referred to as the “**SECOND PARTY**”, which expression shall include the legally constituted signatories, heirs, successors and assigns) having its registered office located at Mohkampur, Dehradun on the **SECOND PART**.

WHEREAS THE **FIRST PARTY is a courier company**, inter-alia engaged in the business of collecting consignments and delivering them to the location/addresses through-out the country and internationally; and WHEREAS FIRST PARTY has approached the SECOND PARTY, claiming themselves to be in the business of providing courier services for several years and hence earned peoples good will out of the impeccable services rendered by them.

As party of Second Part, it is in the need of a reliable Courier Agency and its branch offices in order to ensure delivery of letters/packets and other correspondence to its offices and offices of its clients/parties without delay and as the FIRST PARTY claims it can do so effectively, the party of Second Part has agreed to hire the services of party of First Part subject to the terms and conditions of the Tender Document and mentioned hereafter :-

NOW THEREOF IN WITNESS OF THE UNDERSTANDING HEREIN ABOVE AND MUTUAL CONVENANTS, THEREAFTER THE PARTIES AGREE AS FOLLOWS :-

1. That the Courier Service Agreement will take effect fromday _____, 2019 and will be initially for a period of two years from the date of contract. However, the contract for providing courier services can be renewed subject to the condition that the courier services provided by the Bidder/Tenderer during the contract period is found satisfactory. The contract can be terminated by the Second Party by giving 30 days notice of cancellation of Courier Service Contract in writing.
2. That contract can be terminated by the First Party by giving three months notice of cancellation of Courier Service Contract in writing to the Second Party.
3. That the Party of First Part shall collect the consignments from the various Departments/Office(s) of the Second Party on all working days except Saturdays, Sundays and Holidays as per procedure mentioned in the Tender Document. However, if Second Party so desired the First Party shall collect the consignments on Holidays as and when required. The

First Party shall issue receipt/invoice/airway bill/shipper copy against each consignment at the time of take the same for delivery.

4. That in view of the number of consignments to be picked up from the Office of the Second Party and the load of work, the First Party agrees to appoint its representative(s) in the office(s) of the Second Party to meet with their demand and urgency of the situation of picking up consignments for timely delivery at the destination.

5. That the First Party agrees and undertakes the timely and safe delivery of all consignments at their destination within the stipulated period of time i.e. 36 hours in Metro Cities and NCR and 48 hours in other cities or sometime even earlier by quicker means of delivery if the Second Party so desires, at no extra cost for all types of consignments.

6. To ensure safe and timely/punctual delivery of all consignments of the Second Party to the correct destination, safely, intact and promptly and obtain signature, name, phone number, relation with the addressee, date and time of delivery. The First Party shall hand-over Proof of Delivery (POD) in original to the Second Party after making delivery of each consignment within seven days from the date of receipt and also at the time of submission of bills to the respective department of the Institute for verification/certification etc.

7. That all the entries on the PODs shall be true, correct, reliable and obtained at the time of delivery and not interpolated later on. It is made abundantly clear that if any discrepancies are noticed, then the liability thereof will be of the party of First Part only. That the First Party shall make all efforts for the delivery of the consignments and not return them undelivered without recording valid reasons. Daily feedback of deliveries/status/tracking of each consignment will be provided to Second Party through First Party Website (Software will be provided by First Party).

8. That the Second Party shall seal their documents with proper care with proper material so that it is not damaged in transit. That the Second Party shall give correct and full address on the face of the consignment of the addressee together with the phone number, if available, to facilitate its timely delivery.

9. That in case any consignment remains un-delivered even after the best efforts of the First Party, the same shall be returned to the Second Party's Pick-up office within 7-10 days of the scheduled time of delivery clearly and emphatically mentioning the reason(s) for non-delivery and the attempts made to deliver the consignment.

10. That in case of urgent/important consignments required to be delivered within the stipulated time sharply, if any consignments remains un-delivered, the First Party shall inform the Second Party immediately after the expiry of the scheduled time of delivery and return the consignment so that the latter may arrange immediate delivery through other means.

11. That the First Party shall submit the bills on monthly basis to the Second Party duly verified/certified and indicating the amount payable. Payment in settlement of the bills will be made through E-transaction in the Bank Account of First Party. In case of any anticipated delay

in releasing the payment within stipulated time, necessary intimation shall be given by Second Party to First Party.

12.The Company will make invoice to invoice payments to the First Party on receipt of the bills and will not make any Advance or On Account Payment to First Party.

13.SERVICE FAILURE

(A) DEDUCTION FOR LATE DELIVERIES OF CONSIGNMENTS:

That in case First Party or its agents fail to delivery the consignments on time / within stipulated period mentioned in this agreement and Tender Document for any reason within the control of First Party, the deduction / penalty will be as under :-

For One Day delay beyond Delivery Schedule mentioned	100% of the Rate quoted by the Bidder/Tenderer.
For Each Day Delay after One Day delay beyond Delivery Schedule	Rs. 100/- per day as Penalty for Late Delivery Charges.

14.That in case the First Party/it agents.

- (i) Manipulates the delivery particulars;
- (ii) Damages the consignments;
- (iii) Mishandles the consignments, which result in loss in full or any part/item of the consignments;
- (iv) Submits wrong bills;
- (v) Submits unreliable delivery status report or which is found to be incorrect.
- (vi) Picks up a consignment and then returns it on the plea that the address is outside the area of operations of the First Party; then The First Party shall pay to the Second Party, a panel charge of Rs. 2000/- (Rupees Two Thousand Only) per consignment or the amount of consequential loss suffered by the Second Party, whichever is more.

15.First Party shall not be liable for any loss or damage to the consignments or delay in picking up or delivery of the consignments, if it is due to Acts of God, force majeure occurrence including but not limited to strikes, riots, political and other disturbances, fire, accident of vehicle or cause due to any factors beyond the control of First Party.

16.The First Party agrees to charge the company for giving courier services of the consignments at the following agreed rates which are based on the rates quoted in the Financial Bid by the First Party and the Second Party i.e. Company agrees to make payments to the First Party on these rates :-

Domestic

	Local	Metro & other Cities directly connected with Air.	Metro & other Cities directly connected with Air.	North Hill	Rest of India.
Per letter/article 0-50 Gms					
Per letter/article 51-100 Gms					
Per letter/article 101-250 Gms					
Per letter/article 251-500 Gms					
Per letter/article 501- 1.00 Kg					
Above 1.00 Kg (Rate per Kg to be given)	By Air				
	By Surface				
Expected Delivery Time					
Reverse Pickup Charge					
Tax if any					

International

	Asian countries	Gulf countries	Europe	African countries	American countries	Australia continental
Per letter/article 0-50 Gms						
Per letter/article 51-100 Gms						
Per letter/article 101-250 Gms						
Per letter/article 250-500 Gms						
Per letter/article 501- 1.00 Kg						
Above 1.00 Kg (Rate per Kg to be given)						
Tax if any						

17. Conditional Offers will not be considered.

18. ARBITRATION IN CASE OF DISPUTE

- (i) In the event of any question, dispute/ difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to Director, IIP or his nominee.
- (ii) The award of the arbitrator shall be final and binding on both the parties in the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, The Director, IIP shall appoint another person to act as arbitrator in place of the out-

going arbitrator in accordance with the terms of this agreement and the person so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

- (iii) The Arbitrator may give interim award(s) and/or directions, as may be required.
- (iv) Subject to the aforesaid provision, the Arbitrator & Conciliation Act 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to arbitration proceedings under this clauses.

19.FORCE MAJEURE

If any time, during the continuance of this Contract, the performance in whole or in part by either party or any obligation under this Contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs or Act of God (herein after referred to as events) provided, notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be reason of such event be entitled to terminate this Contract nor shall either party have any such claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the Contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the Contract.

20. JURISDICTION :

Subject to Clause 18 above, it is made clear that the Agreement shall be deemed to be concluded at Dehradun and the parties agree that only Courts in this place shall have jurisdiction in the event of any dispute whatsoever, whether during the currency of the Agreement or before that or after termination of the Agreement. No other Court shall have jurisdiction in such matter.

Signed on the day, month and year mentioned above between the parties :-

FIRST PARTY WITNESS :

SIGNATURE : _____ SIGNATURE : _____
WITH STAMP
NAME : _____ NAME : _____
ADDRESS : _____ ADDRESS : _____

SECOND PARTY WITNESS :

SIGNATURE : _____ SIGNATURE : _____
WITH STAMP
NAME : _____ NAME : _____
ADDRESS : _____ ADDRESS : _____

ANNEXURE VII

**SPECIMEN OF UNDERTAKING REGARDING NON-BACKLISTING/PROSECUTION
OF THE FIRM**

(To be submitted on the Letter Head of the Bidder/Tenderer)

Date : _____

TO WHOMSOEVER IT MAY CONCERN

I / We / Our organization, M/s _____
hereby undertake and declare that neither me nor our Organization including our Partners /
Shareholders / Directors were ever blacklisted / prosecuted by any government department /
statutory body(ies) / Public Sector Undertakings in any State or by any Court of Law.

SIGNATURE OF BIDDER/TENDERER

WITH DATE AND RUBBER STAMP

INSTRUCTIONS AND TERMS AND CONDITIONS FOR SUBMITTING FINANCIAL BID

1. Tenderers/Bidders are advised to quote the rates strictly in the format given in the Financial Bid.
2. The rate should be quoted in Indian Rupees Only.
3. All the columns should be clearly filled in Ink legibly or typed. The amount should be filled in figures as well as in words.
4. No column should be left blank which would otherwise make the tender liable for rejection.
5. The rates quoted by the Tenderers/Bidders **should be valid for a period of two years from the date for providing courier services**. No revision will be allowed during the Rate Contract Period of two years.
6. The Bidder/Tenderer is required to provide the courier services for a **initial period of two years**. However, the contract for providing courier services can be **renewed thereafter by mutual consent** subject to the condition that the courier services provided by the Bidder/Tenderer during the contract period is found satisfactory.
7. The Tenderers/Bidders are advised to refer to Scope of Services and Terms and Conditions of the Tender Document so as to cover all expenses to be borne by him/them for providing courier services before quoting rates in the Financial Bid
8. The lowest rates received amongst the eligible Tenderers/Bidders for each category/slab mentioned in the Financial Bid will be offered to all eligible Tenderers/Bidders for their consideration and acceptance. The Tenderers/Bidders who are ready to provide courier services to the Company on the rates offered as above and give acceptance of rates and terms and conditions in writing would be empanelled for providing courier services to the Company.
9. All applicable Statutory Deductions such as TDS, Surcharge, Education Cess, Higher Education Cess etc., if applicable will be deducted from the amount payable as per rules.
10. Goods and Service Tax and Cess thereon, if any, will be paid in addition to amount quoted by the Bidder/Tenderer.

CHECK-LIST OF DOCUMENTS PLACED IN TECHNICAL BID

SNo.	Document to be attached with Technical Bid	Yes	No
1)	EMD deposited		
2)	Proof of the tendered/ bidder being based in Dehradun		
3)	Pan Card		
4)	GSTN Registration Number		
5)	Experience certificate		
6)	MSME certificate, if any		
7)	Non-relationship certificate for participation of near relative of employee in the Tender as per Annexure II		
8)	List of existing clients		
9)	Average turnover of Rs. 10 lac for last three years i.e. 2016-17, 2017-18 and 2018-19. Attach certificate from Chartered Accountant as per Annexure IV		
10)	Tenderer self-attested copy of Registered Partnership Deed/ Certificate of Incorporation and Registration Certificate of the Firm/ Company, if any		
11)	Acceptance letter duly signed and stamped by authorized official of bidder as Annexure V		
12)	Undertaking of non-blacklisting of firm		
13)	Signature with stamp		

'FINANCIAL BID'

I / We, M/s _____ quote
our rates for providing Courier Services to the Company as under :-

Financial Bid

Domestic

	Local	Metro & other Cities directly connected with Air.	Metro & other Cities directly connected with Air.	North Hill	Rest of India.
Per letter/article 0-50 Gms					
Per letter/article 51-100 Gms					
Per letter/article 101-250 Gms					
Per letter/article 251-500 Gms					
Per letter/article 501- 1.00 Kg					
Above 1.00 Kg (Rate per Kg to be given)	By Air				
	By Surface				
Expected Delivery Time					
Reverse Pickup Charge					
Tax if any					

International

	Asian countries	Gulf countries	Europe	African countries	American countries	Australia continental
Per letter/article 0-50 Gms						
Per letter/article 51-100 Gms						
Per letter/article 101-250 Gms						
Per letter/article 250-500 Gms						
Per letter/article 501- 1.00 Kg						
Above 1.00 Kg (Rate per Kg to be given)						
Tax if any						

Tariff to be specified by the courier agency on a separate sheet with rebate, if any.

Signature of the authorized signatory of the agency

Official seal/ stamp