



CENTRE FOR DISTANCE & ONLINE EDUCATION,
UNIVERSITY OF JAMMU

Email: distanceeducationju@gmail.com,

Website: www.distanceeducationju.in

TENDER DOCUMENT
FOR
ONLINE ADMISSION & WEBSITE
MANAGEMENT SYSTEM

TENDER DOCUMENT No.-CDOE/ADM/24/1601 Dated: 02.12.2024

Issued by

DIRECTOR

**CENTRE FOR DISTANCE & ONLINE
EDUCATION, UNIVERSITY OF JAMMU**

Signature of Authorized Signatory.....

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SECTION-I

Notice Inviting Tender (NIT) TENDER FOR ONLINE ADMISSION & WEBSITE MANAGEMENT SYSTEM

No.- CDOE/ADM/24/160

Dated: 02.12.2024

Tenders are hereby invited in two parts (Technical and Financial) for **Online Admission & Website Management System** of **CENTRE FOR DISTANCE & ONLINE EDUCATION, University of Jammu**. The tender document along with the details of the works, terms and conditions can be downloaded from the University website, www.distanceeducationju.in or may be procured from CDOE as per details given below. Tenders shall be received only through speed post/registered post/Courier. The undersigned reserves the right to cancel/amend the tender at any stage without assigning any reason thereof.

Bid Publishing Date	: 05-12-24	2:30 PM
Last date of submission of Tender	: 26-12-24	04:00 PM
Pre Bid Meeting	: 17-12-24	2:30 PM
Date of Opening of Tender	: 27-12-24	2:30 PM
Cost of Tender Document	: ₹.2000.00 + GST 18%	
Ernest Money Deposit	: ₹.50000.00	
Venue of the Opening of the Tender	: Office of Director, CENTRE FOR DISTANCE & ONLINE EDUCATION, University of Jammu.	

Only firm having experience of similar work at minimum one University in India in the last five years in the desired fields should submit their bids along with all supporting documents and a non-refundable A/c payee draft of **₹.2000/- Plus GST 18%** as cost of tender documents and **₹.50,000/- (Fifty Thousand)** as Earnest Money Deposit (Refundable) from a nationalized bank in favour of the Director, CENTRE FOR DISTANCE & ONLINE EDUCATION payable at Jammu or through online mode in Account No. 0345040100005227 (J&K Bank, New University Campus Jammu, IFSC Code JAKA0CANAAL) till the date notified above. Price bid of successful bidder will be opened immediately after evaluation of technical bid by the TenderCommittee.

Director
CENTRE FOR DISTANCE &
ONLINE EDUCATION

Section-II

Bid Information

With a view to maintain secrecy, accuracy and timely, **Online Admission & Website Management System** the University proposes to outsource the **Online Admission & Website Management System** processing work to only reputed and experienced agencies.

The bid pertains to inviting proposals for hiring of a credible competent and trustworthy agency to design, develop, customize, implement and maintain a robust, integrated University Admission Website Management System as well as develop dynamic Website for the Institution. While intensive efforts will be done to provide comprehensive and accurate background information and requirements and specifications, yet bidder through their meticulous observations and survey may suggest requisite solutions for meeting the requirements. All suggestions/ information provided by the bidder may be treated as contractually binding on the bidder. No commitment of any kind, contractual formal written contract has been executed by or on behalf of CENTRE FOR DISTANCE & ONLINE EDUCATION, University of Jammu. Any notification of preferred bidder status by any of the University/Institutions or entity under scope, shall not give rise to any enforceable right to the bidder. The CENTRE FOR DISTANCE & ONLINE EDUCATION, University of Jammu may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the University. In order to have full implications of the documents, prospective bidder are advised to study carefully all instructions, terms and conditions as well as requirements.

Section-III

PRE QUALIFICATIONS CRITERIA

The minimum pre-qualification criteria for the bidder to be eligible is as follows

S.No	Pre-Qualification Criteria	Supporting Documents to be attached	No.
1.	Brief profile of Company	Max. 10 pages.	
2.	The bidder must be the Indian Registered company.	A Certificate of Incorporation.	
3.	The bidder must have valid GST Registration and PAN number allotted by the respective authorities.	Copy of the same must be attached.	
4.	Company should have a minimum of 5 years of working experience related to Online Admission & Website designing in HEI's.	Experience Certificate be Attached	
5.	The bidder should neither have been blacklisted by any Central Government/ State Government/ PSU/ Government Bodies/ Autonomous Bodies/ Equivalent MEIs with regard to the work executed by it in the last three years as on last date of submission of RFP.	The bidder shall furnish an undertaking.	
6.	The Bidder must be OEM for LMS platform necessary for the delivery of the Online Courses. No sub-contract on sub-letting of work or consortium of companies for Online Platform is permitted. (Online Assessment Platform or Cloud Service Provider can be different.)	Self-declaration of being the OEM thereby should be enclosed	
7.	The Bidder should be having an average Annual turnover of at least INR Rs.25 Lakhs in the last three Financial years (FY 2021-22, 2022-23 & 2023-24).	Audited/ Certified financial statements by Chartered Accountant or firm on a single page for the last three years.	
8.	Mention setup time required by the vendor once the agreement is signed.	Undertaking by the firm on letter head with milestones.	

Section-IV

SCOPE OF WORK

I. WEBSITE REDESIGNING & UPDATION

1. The Vendor/Developer shall have to design the website as per **GIGW** norms.
2. The Website has to be Security Audited.
3. The Developer should ensure the regular updation of the website
4. The Developer has to ensure the development of separate link for Online Admission & Student Support Management System.
5. Chat be integrated with the website.
6. The basic structure of the website shall be designed to incorporate the fields as provided in the table on page-8

II. STUDENT MANAGEMENT SYSTEM

a) ONLINE ADMISSION MANAGEMENT SYSTEM

CENTRE FOR DISTANCE & ONLINE EDUCATION needs Online Admission Management System software, designed to manage the entire online admission process of all courses offered by CDOE. The said module should have following cycle:

1. Higher Education Institution API integration related to Learner Registration in DEB Web portal.

1) Student Details fetch API

45.124.184.101/deb.ugc.ac.in/GetStudentDetails?PROGRAMCODE=ODL-2024-25-100060

with following parameter should be pass while fetching student details using DEB Unique ID

PROGRAMCODE (DEB Unique ID)=ODL-2024-25-100060

2) Admission Response API

45.124.184.101/deb.ugc.ac.in/api/DebUniqueID/GetAdmissionDetails

with following parameter should be pass by University after admission process

ABCID=1234567890

DEBuniqueID=ONLINE-2024-25-100063

AdmissionDate=31-05-2024

AdmissionDetails=Details

UniversityName=Test University

CourseName=Test Course1

2. The Online Admission Interface/Module should be compatible with the pre-conduct Interface of the University of Jammu.
3. Online submission of Admission application form should be validated with eligibility criteria of respective courses. Online application should facilitate student to apply in a single online application.
4. Online admission application fee payment depending on caste/category of students through payment gateway provided by CDOE.
5. Student login to update, view and download their submitted application should be integrated with SMS and email gateway, so that login credential, merit status and other notification can be sent on their mobile and email.

6. Generation of various merit list for all courses being offered in accordance by CDOE.
7. SMS and Email to all selected candidates of merit as well as form applied.
8. Notice board should be available on portal.
9. Regular submission of MIS reports to the CDOE.
10. Strict adherence to the timelines and requirements.
11. Bulk SMS for the information of the Students.
12. The record of the students be maintained properly & shall be submitted as per the format given from time to time.

b) Fee Collection System

Online admission application fee payment depending on caste/category of students through multiple payment gateways provided by CDOE. The system should be able to automated reminders taking real-time reporting.

c) Student Attendance System

The Learners/Student Attendance System should provide a comprehensive platform for tracking and analyzing student attendance during PCP and other allied components with features such as automated attendance taking real-time alerts and customizable reports.

d) Online Examination Management

This module should offer a secure flexible and efficient way to create administer and grade Online examinations with advanced features such as question banks, automated grading, customizable question types and detailed analytic to streamline assessment process and improve student performance.

e) Self-learning Material Management

The system should allow to upload and store the subject wise, semester wise self-learning material. The access of the material be given to the specified learners through allotted user id and password.

III. Learner Management System for Online Programmes

1. Admissions Support by providing required Promotion, Marketing, Publicity & Counselling the prospective students.
2. Providing continuous call centre based support to students through call, email, sms and other online mechanism.
3. Provision for Student and Professor Communities through chat/discussion forums.
4. Student should be able to raise the ticket for any issues or concerns.
5. Create adequate publicity support through internet publicity, search engine publicity, social media and offline admission centers, etc.
6. Provide support in vetting and screening of applications, and scrutiny of each student's form with attachments, and confirming the same at submission of completed application form to the University.

IV. Grievance Management System

This module must have option for online submission of grievances from the learner and onward transmission to the concerned official for redressal.

Section-V

WEBSITE- STRUCTURE

Home	About	Staff	Programmes	Study Centre	Syllabi	Student Support	Academic Bank of Credits (ABC)	Online Programmes	Useful links	Gallery	Contact US
	University of Jammu	Academic				Prospectus	Steps to create ABC ID	M.Com	UGC-DEB		
	Vision & Mission	Administrative				Syllabi	Click here to create ABC	M.A English	Swayam		
	CDOE					E-Resources for Self-Learning (Password Protected)			e-Pathshala		
	VC Message					Student Grievances (To be updated)					
	Director Message					Help Desk					
	Status of Recognition					Admissions					
	Statutes					Eligibility Criteria					
	Acts					Fee Structures					
	UGC-DEB Disclosure					Contact Programme Schedule					
	CIQA Report					Assignments (To be updated as provided by the concerned Coordinator from time to time)					
						Examinations					
						Results					
						Old Question Papers					
						Announcements					
						International Students					
						Forms (Bonafide Form, Course completion form, Cancellation of Admission, No objection Certificate, Degree Despatch form, Performa for					

						refund Sanction order)					
						Library					
						Frequently Asked Questions					
						Alumni Portal					
						National Digital Library of India					
						Downloads					

Section-VI

TERMS & CONDITIONS

1. The bidder should pay ₹.50,000/- as EMD and tender processing fee on procurement portal by any of the following means:
 - a) Credit Card, b) Debit Card, c) NEFT d) Net-banking
2. The Bidder shall ensure EMD in a Single transaction payment in the respective receiving bank accounts of e-procurement on or before last date of Bid submission.
3. Bidder must complete the requirements mentioned in the tender before the last date.
4. Tenderer should submit a notarized affidavit regarding the firm being not black listed previously by any government organization/institution.
5. Financial bid of only those vendors who qualify in technical evaluation will be opened.
6. PAN number and GST number of the bidder is to be mentioned in the Tender.
7. Accepted bidder is required to execute an agreement on a stamp paper of the value of ₹. 100/-
8. All the original data shall be compiled and delivered to the CDOE after completion of each semester or to the person authorized by the University.
9. The CDOE shall have the right to initiate criminal proceedings against the employees of the vendor if they are involved, directly or indirectly in any kind of illegal activities which would damage the reputation of the CDOE.
10. Advance payment will not be made to the successful Bidder at any point of time. However, payment will be made as per the M.O.U/Agreement as proceeds from the Student fee collection.
11. Bidder are required to submit requisite certificates on claims made, from all services used in the setting up of the Online admission, registration and website management system where necessary. Tenders received without the relevant Certificates are liable for rejection.
12. An agreement in the format prescribed by the CDOE is required to be entered in to by the successful vendor or their Authorized Representative with the CDOE, with in a period of ten days from the date of issue of LOI.
13. The period of the above agreement shall be for a period of three years, extendable upon mutual agreement.
14. The EMD amount of successful bidder will be adjusted to Security Deposit for three years. The Security deposit will be forfeited in case of non-compliance of the terms of agreement by the service provider.
15. The EMD of unsuccessful bidder shall be returned after completion of the tender process without any interest.

Section VII

AFFIDAVIT

Certified that:

1. I have read all the terms and conditions regarding Online Admission, Registration and Website Management System and hereby agree to abide by them.
2. I understand that the above information provided by me is correct. In case any of the information is found to be false/misleading at any stage, my Tender/my Firm is liable to be rejected/de-empanelled, as the case may be, apart from any administrative action that the CENTRE FOR DISTANCE & ONLINE EDUCATION, University of Jammu may initiate against me/my firm.

Signature:.....

(With date)

Name:.....

Seal :.....

DECLARATION

I hereby confirm that the information given above in the application form is true to the best of my knowledge and belief.

Signature :

Name :

Seal :

Place :

Date :

Note:

- 1. All uploaded photocopies of required documents should be self-attested with seal.**
- 2. Photocopy duly signed and seal of the Ownership/Lease/Registered Rent Agreement of the Firm premises must be uploaded.**
- 3. Please upload details of other units (if any) separately.**
- 4. Bidder are required to fill up all the columns failing which their Technical Bid shall be disqualified.**

OTHER TERMS & CONDITIONS

1. **SECURITY DEPOSIT of ₹. 50,000/- (Rupees Fifty Thousand)** in the form of Bank Draft/CDR/FDR in favour of Director, CDOE.
 - a) The Security Deposit can be forfeited by the order of the Director, CDOE, in the event of any breach or non-observance of any of the terms and conditions of the contract. On the expiry of the contract, such portion of the said security as may be considered by the Director, CDOE, sufficient to cover an incorrect or excess payment made on the bills of the vendor, shall be retained by the University until the final settlement.
 - b) Any sum of the money due and payable to the Vendor(s) including Security Deposit refundable to him/them under this Contract may be appropriated by CDOE and set off against any claim of CDOE in respect of any sum of money arising out of under any other Contract(s) made by the vendor with CDOE and for such purpose CDOE shall be entitled to realize such securities forming the whole or part of any such Security Deposit in any manner whatsoever as CDOE may think fit.
 - c) The security deposit shall be released by the University only after completion of the contract period. No interest will be paid on the Security Deposit.
 - d) Acceptance of offer shall be communicated in writing.
 - e) The terms and conditions of this agreement shall be applicable on all jobs i.e. Online Admission, Registration & Website Management System which shall be assigned by CDOE, as per its requirements from time to time.
2. **CONTRACT PERIOD:** The Contract (as also the schedule of rates finalized) shall be initially valid for a period of 3 years from date of Notification. The same may be extended further as per the exigency at the sole discretion of the Competent Authority of CDOE on the same Terms & Conditions and rates in writing for the period of two years.

Section VIII

CONTRACT

1. **PARTIES:** The Parties to the Contract are the Vendor through its authorized signatory and CDOE through the Director (Administration), CENTRE FOR DISTANCE & ONLINE EDUCATION (CDOE), University of Jammu.
2. **ADDRESS OF THE VENDOR AND NOTICES AND COMMUNICATION ON BEHALF OF CDOE:** Any notice, approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be delivered to the address specified below or to such other address as may, from time to time, be given by each party to the other party in writing and in the manner herein before provided.

a) The Director (Administration)
(Name & Designation of the Authorized signatory),
CENTRE FOR DISTANCE & ONLINE EDUCATION (CDOE)
University of Jammu
Jammu
180006

b) _____ (VENDOR)
(Name & Designation of the Authorized signatory),

1. **EXERCISE OF THE POWER OF CDOE:** Any communication or notice on behalf of CDOE in relation to the Contract may be issued to the Vendor either by registered post or by email or by hand delivery against acknowledgement at the option of such officer and posting of the letter shall be deemed to be served on the Vendor.
2. **RESPONSIBILITY OF THE VENDOR FOR EXECUTING THE CONTRACT:** The Vendor shall execute the Contract in all respects in accordance with the terms and conditions therein.
3. (a) **Subletting of Assignment:** The Vendor shall not sublet, transfer, or assign the Contract or any part thereof in any manner whatsoever to any third party. If found guilty, the security deposit will be forfeited and firm will be blacklisted.

(b) Change in a Firm:

- i) If the Vendor is a partnership firm, the firm shall furnish the Partnership Deed to CDOE and undertaking that no new partners shall be introduced in the firm during the term of the Contract, except with the prior consent, in writing of CDOE, which may be granted only upon execution of a written undertaking by the new partners to perform the Contract and accept all the liabilities incurred by the firm under the Contract from the date of commencement of Contract.
- ii) If on the death or retirement of any partner of the Vendor firm, the said partnership firm is dissolved before the complete performance of the Contract, in such case the

Vendor shall have no claim whatsoever to any compensation against CDOE. However, in case the Vendor fails to stand by its obligation as undertaken herein, CDOE shall have a right to recover all losses suffered on that account based on terms and conditions agreed to herein.

iii) If the Contract is not determined as provided in sub-clause (ii) above notwithstanding the retirement or death of a 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-3 of the Partnership Act has been sent by him to CDOE by registered post.

(c) **Consequence of Breach:** Should the Vendor or the Vendor firm or any partner of the Vendor firm commit breach of any or either of the conditions (a) or (b), it shall be lawful for CDOE to cancel the Contract at the risk of and cost of the Vendor and in that event the provisions of the Agreement, shall be applicable. The decision of CDOE as to any matter concerning or arising out of this Sub-Clause or on any question whether the Vendor or the Vendor firm or any of partners of the Vendor firm has committed a breach of any of the conditions in the sub-clause contained shall be final and binding on the Vendor and the Vendor shall not raise any objection thereto at any point of time.

4. PRECAUTIONARY MEASURES:

- a) All the jobs shall be carried out in a workman like manner with clarity and efficiency.
- b) The Vendor shall take every care to see that the work or any portion thereof does not fall into the unauthorized hands. Care shall be taken to execute the work under secure conditions. A certificate granted by the person authorized by CDOE and who was present on the occasion that these precautions were taken should be sent after the completion of the work. Further the database of the students shall be the property of CDOE and shall not be used for any other purpose.

5. **INFORMATION AS TO WORK IN HAND:** The Vendor shall whenever called upon to do so, give full particulars and information with regard to any work in hand and shall also permit any employee of CDOE connected with the work to inspect the Vendor's premises at all reasonable times to verify the statements. The Vendor shall give all assistance and information as may be required to do so by CDOE and give detailed explanations of the cause of non-delivery of any work in arrear.

6. The Vendor shall be required to submit Security Deposit of **₹.50,000/- (Rupees Fifty Thousand)** in the form of Bank Draft/CDR/FDR drawn in favour of **Director, CENTRE FOR DISTANCE & ONLINE EDUCATION, University of Jammu**. This has to be obtained from nationalized banks or banks floated by public financial institutions (such as J&K Bank, HDFC Bank, ICICI Bank, Axis Bank, IDBI Bank etc.) the validity of which may be kept as 18 months + 2 (two) months. The Security Deposit shall be released by the University after completion of the Contract period + 2 months.

7. DELIVERY

- a) The Vendor shall deliver the allotted work in accordance with the conditions of the Contract at the time/times and at the place/places and in the manner as specified in the acceptance letter or supply order. (The Vendor shall comply with the instructions of the CDOE issued from time to time.

- b) **Time for Completion of the Order:** The time specified in the Job Order for completion of the order 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 delivery of the job is delayed for the reasons, other than beyond the vendors control/genuine reasons, the CDOE Authorities, as the case may be, should be informed immediately with supporting documents to corroborate the reasons for delay. The CDOE Authorities shall at their option and discretion either (a) cancel the job order and/or (b) order recovery from the vendor as agreed liquidated damages by way of penalty including to issuance of Warning Letter.
- c) If at any time after the acceptance of the tender, CDOE shall for any reason whatsoever do not require the whole or part of the job to be carried out, the CDOE Authorities, as the case may be, shall be entitled to give a notice in writing to this effect to the vendor, who shall have no right to claim for any payment of compensation or otherwise, whatsoever, on account of any profit or advantage which he/she might have derived from the execution of the job, if executed to full but which they did not derive in consequence of such foreclosure.
- d) If such a foreclosure is done before the vendor has commenced the work he/she shall not be entitled to any compensation whatsoever. If however, the Vendor had commenced the work before such foreclosure the CDOE Authorities, as the case may be, shall decide the sum that may be paid to the Vendor as charges of compensation for the work already done and the decision in this regard shall be final and binding on the Vendor. However, the Contract may be terminated by CDOE at any time.

8. PENALTY:

- (a) In the event of the Vendor failing to:
 - i) Observe or perform any of the conditions of the work as set out herein.
 - ii) Execute the work in good workman like manner and to the satisfaction of the CDOE Authorities maintaining the required high quality by the time fixed by the CDOE Authorities.
 - iii) It shall be lawful for the CDOE Authorities in his discretion to remove or withhold any part of the work until such time as he/she may be satisfied that Vendor is able to do and shall duly observe the said conditions and in the latter event, to reject or remove as the case may require any work executed otherwise than in a good and workman like manner to the satisfaction of & by time fixed by the CDOE Authorities and in both or either of the events aforesaid, to make such arrangements as he/she may think fit for the reproduction of the work in lieu of that so rejected or remove as aforesaid on the account and at the risk of the Vendor.
 - iv) Provided further that if in either event any excess cost be incurred by CDOE by reason of the difference between the prices paid and the accepted rates certified by the CDOE Authorities whose certificate shall be final, CDOE may charge the amount of such excess cost to the vendor and the same may at any time be deducted from any sum or sums then due or which at any time thereafter may be become due to the Vendor under this or any other Contract or from the security deposit or may be demanded by him to be paid within seven days to the credit of CDOE.

- 9. INSOLVENCY AND BREACH OF CONTRACT:** The Director, CDOE may at any time by notice in writing summarily terminate the Contract without compensation to the Vendor in any of the following events that is to say:

- (a) If the Vendor 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 any 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 assignments of his effects or enter into any arrangement or with this conditions or suspend payment or if the firm be dissolved under the Partnership Act, or
- (b) If the Vendor being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator or Special Officer or Administrator appointed by the debenture holders or circumstances shall be arisen which entitled the court or debenture holders to appoint a Receiver, Liquidator or Manager, Special Officer or Administrator, or
- (c) If the Vendor commits any breach of the 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/CDOE and provided also that the Vendor shall be liable to pay CDOE for any extra expenditure CDOE is thereby put to and the Vendor shall under no circumstances be entitled to any gain or re-purchase.

10. GST/TDS would be applicable as per the Government of India rule stipulated from time to time.

11. All legal disputes would be settled in the jurisdiction of Jammu Courts.

**Sd/-
DIRECTOR
CDOE**

Section-IX

(On Non-Judicial Rs. 100/- Stamp Paper)

AGREEMENT

This “**Agreement**” (Here – in – after referred to as the “**Agreement**”) is executed on this the _____ day of _____, 2024, at Jammu,

BY

&

BETWEEN

CENTRE FOR DISTANCE & ONLINE EDUCATION (CDOE), University of Jammu a State University established by Jammu & Kashmir Act, 1969 (Act No. XXIV of 1969) having its Headquarters at University of Jammu (180006) {Here – in – after for the sake of brevity referred to as “**JU**”, which expression unless excluded by or repugnant to the context or meaning hereof, shall include its Successor (s), Administrator (s) or Permitted Assignee (s)}, being represented through its Authorized Signatory, _____, Registrar (JU) of the **FIRST PART**.

AND

_____, a _____ incorporated under the provisions of the _____, having its Registered Office at _____

{Here – in – after for the sake of brevity referred to as “**VENDOR**”, which expression unless excluded by or repugnant to the context or meaning hereof, shall include its Successor (s), Administrator (s) or Permitted Assignee (s)}, being represented herein through its Authorized Signatory, _____ duly authorized vide _____ (The firm has to furnished the certificate of authorized signatory of the **SECOND PART**).

HERE-IN-AFTER, individually referred to as the “**Party**” and collectively referred to as the “**Parties**”

WHEREAS, JU is s State University established by an act of Legislature with a view to democratize education and disseminate knowledge through novel techniques and methodologies for the benefit of large section of society within the country, especially the weaker and disadvantaged groups.

WHEREAS, Vendor _____

(Details of the Vendor).

AND WHEREAS, CDOE in the course of its activities grants to the Vendor who is providing services for Online Admission & Website Management System.

AND THAT, the Vendor and CDOE desire to define their respective rights and obligations with respect to the Contract and its execution;

NOW THEREFORE, IN VIEW OF THE FOREGOING PROMISES AND IN FURTHER CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS GIVEN UNDER

(1). EFFECTIVE DATE & TIME:

The Contract shall remain in force for a period of 3 years with effect from the date of Notification of the Empanelment extendable further by one more year at the sole discretion of the Competent Authority of CDOE on the same Terms, Conditions and rates.

(2). TERMS & CONDITIONS STATED IN THE CONTRACT FOR VENDOR :

(i). The Parties have further agreed that the Contract shall be executed in accordance with the Terms and Conditions as laid down in the Contract for Vendors as Annexure-VIII – (As stated in the e-tender, enclosed herewith) to this Contract. Annexure – VIII part and parcel of this contract in addition to the covenants agreed to herein.

(ii). The Parties have read and understood the contents and implications of the Terms and Conditions stated in the Contract for Vendor in Annexure – VIII and having agreed to the contents thereof have signed each page of the Annexure – VIII contract, apart from signing this Agreement.

(3). DISPUTE RESOLUTION AND JURISDICTION:

In case of any dispute, the same shall be resolved by mutual discussions between the parties within a period of 30 days failing which the same may be referred to an Arbitrator to be appointed by the consent of both the parties in terms of Arbitration and Conciliation Act 1996 and the Courts at Jammu shall have the exclusive jurisdiction to adjudicate upon the matter”.

(4). FORCE MAJEURE :

(i). Neither CDOE nor Vendor shall be liable to each other for failing or delay in the performance of any of its obligations under this AGREEMENT or the time over to the extent such failure or delay is caused by riots, civil commotion, war, hostilities between nations, government laws, orders or regulations, embargoes, actions by the government or any agency thereof, acts of God, storms, fires accidents, strikes, sabotages, explosions, or other similar or different contingencies beyond the reasonable control of the respective Parties.

(ii). 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 agreement for any cause set forth in Clause 4 (i), such party shall give written notice to the other party by the most expeditious means as soon as possible after 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.

(5). AMENDMENT OF THE AGREEMENT:

- (i). The obligations of CDOE and Vendor have been outlined in this Agreement. However, during the operation of the Agreement, circumstances may arise which may call for alterations or modifications of this Agreement. These modifications / alterations will be mutually discussed and endorsed in the form of an "Appendix or CDOE Addendum to the Agreement". These modifications / alterations will be mutually discussed and agreed upon in writing and shall be effective only if executed by the respective duly authorized representatives of each of the Parties hereto;
- (ii). No Amendment for change hereof or addition hereto shall be effective or binding on either of the parties hereto unless set in writing and executed by the respective duly authorized representatives of each of the parties hereto;

(6). INDEMNITY CLAUSE:

The Vendor has agreed to bear the responsibility for any third party claims, demands, proceedings, prosecutions, or actions against CDOE, arising out of and as a result of any callous, negligent, deficient action or omission by any employee of Vendor and has undertaken to keep CDOE indemnified against all losses and damages suffered including expenses incurred by CDOE while defending the claim in any court as a result of any such claim, demands, proceedings, prosecutions or actions.

(7). REPRESENTATIONS AND WARRANTIES:

The Parties hereby represent and warrants to each other that:

- (a). It is duly established and existing under the laws of jurisdiction stated against its name in this Agreement and has the power and authority to sign this Agreement;
- (b). It has the requisite legal power and authority to enter into this Agreement, perform and comply with its duties and obligations under this Agreement;
- (c). That this Agreement constitutes legal, valid and binding obligations enforceable against it in accordance with the terms here of and has been signed by the Parties without any force, fraud or coercion;
- (d). That the execution, delivery, and performance of this Agreement have been duly authorized by all requisite actions and will not constitute a violation of:
 - (i). Any statute, judgment, order, decree or regulation of any court, Governmental Instrumentality or arbitral tribunal applicable or relating to itself, its assets or its functions; or
 - (ii). Any other documents or to the best of its knowledge any indenture, contract or agreement to which it is a party or by which it may be bound.
- (e). That there are no actions, suits or proceedings pending or, to the best knowledge threatened against it before any court, Governmental Instrumentality or arbitral tribunal that restrain it from performing its duties and obligations under this

Agreement; and

- (f). That no representation or warranty made herein contains any untrue statement.

(8). **CONFIDENTIALITY :**

Parties undertake to treat this Agreement and each of the terms as confidential. Neither party shall disclose to any third party the existence or the terms of this Agreement without the prior written consent of the other parties. The obligations undertaken here to shall not apply to any information obtained which is or becomes published or is otherwise generally available to the public other than in consequence of any willful or negligent act or omission of either of the Parties here to or any of their or its employees and such obligations shall survive the termination of the Agreement.

(9). **SEVERABILITY :**

Any law restraining the validity and enforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions here of and this Agreement shall be deemed as not containing the invalid provisions. The remaining provisions of this Agreement shall remain in full force and effect, unless the invalid or unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining Agreement. In such a case, the parties to this Contract shall attempt to agree on a provision which is valid and enforceable and similar to the original provision.

(10). **WAIVER :**

Neither the Parties shall be deemed to have waived any right under this Agreement unless such party shall have delivered to the other party a written waiver signed by an authorized officer of the waiving party. Any delay or failure to exercise any right and remedy under this Agreement shall not operate as a waiver thereof, complete or partial of the exercise of any right of remedy and shall not prevent any party to exercise further any other right and remedy. The right and remedy herein provided are cumulative and not exclusive of any provided by law.

(11). **NOTICES :**

Any notice, approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be delivered, or transmitted by registered airmail with postage fully paid, or transmitted by telex or facsimile (With postage prepaid airmail confirmation) to the address specified below or to such other address as may, from time to time, be given by each party to the other party in writing and in the manner herein before provided

- (a). The Director (CDOE),
(Name & Designation of the Authorized Signatory),
CENTRE FOR DISTANCE & ONLINE EDUCATION, University of Jammu
Jammu Pin:180006

- (b). _____ (VENDOR),
(Name & Designation of the Authorized Signatory),

Any notice, approval, consent and other notification required or permitted to be given here under shall be deemed to have been given on the date of receipt when personally delivered, on the date seven (7) days after having been posted when transmitted by registered airmail or on the date of transmission with confirmed answer back, when transmitted by telex or facsimile.

(12). **APPLICABLE LAW :**

This Agreement shall be governed construed and enforced in accordance with the laws of India.

(13). **HEADINGS :**

The headings used in this Agreement are inserted for convenience reference only, and shall not effect the interpretation of the respective clauses and paragraphs of this Agreement.

(14). **MATTERS NOT PROVIDED IN THE AGREEMENT :**

If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the Parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.

(15). **SURVIVAL OF RIGHTS AND OBLIGATIONS :**

Termination of this Agreement for any cause shall not release a Party from any liability which at the time of termination has already accrued to another Party or which thereafter may accrue in respect of any act or omission prior to such termination.

(16). **NO PARTNERSHIP :**

Nothing in this Agreement shall be deemed to constitute or create an association, trust, partnership or joint venture between the Parties nor constitute any Party the agent of any other Party for any purpose.

(17). **FURTHER ACTS AND ASSURANCES :**

Each of the Parties agrees to execute and deliver all such further instruments and to do and perform all such further acts and things as shall be necessary and required to carry out the provisions of this Agreement and to consummate the transactions contemplated hereby.

(18). **INTERPRETATION :**

- a) This Agreement has been executed in the English Language only and only the English Language shall be the controlling language for interpretation thereof. No translation, if any, of this Agreement into another language shall be of any force or effect in the interpretation of this Agreement or in determination of the intent of either of the Parties hereto.
- b) This Agreement has been executed in two parts. Each of the parts is to be treated as original and primary evidence of the understanding arrived at between the Parties.
- c) This Agreement together with the General Conditions of Contract for Vendor constitutes the whole and only Agreement signed between the Parties with respect to the subject matter described herein.

This agreement is signed on the date appended herein at Jammu.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be made in English and executed by their respective duly authorized signatories on this the day and year first above written.

SIGNED, SEALED AND DELIVERED BY :

<p>For and on behalf of CDOE :</p> <p>_____, (Administration), CDOE , Jammu</p> <p style="text-align: right;">Registrar</p> <p>Dated :</p> <p>Place :</p> <p>In the presence of : (Representatives from CDOE , Jammu</p> <p>(1). Name _____ Address : _____ _____ _____</p> <p>(2). Name _____ Address : _____ _____ _____</p>	<p>For and on behalf of Vendor :</p> <p>_____, Vendor .</p> <p>Dated :</p> <p>Place :</p> <p>In the presence of : (Representatives from Vendor)</p> <p>(1). Name _____ Address : _____ _____ _____</p> <p>(2). Name _____ Address : _____ _____ _____</p>
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