COST OF TENDER- Rs.500/- ONLY

# TENDER DOCUMENT OF PHOTOCOPYING & STUDENTS FACILITY CENTRE

MOTILAL NEHRU COLLEGE, UNIVERSITY OF DELHI NEW DELHI – 110021

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## MOTILAL NEHRU COLLEGE, University of Delhi Benito Juarez Marg New Delhi – 110021

### TENDER NOTICE FOR PHOTOCOPYING & STUDENTS FACILITY CENTRE

Sealed tenders in two bid system i.e. Technical Bid & Financial Bid are invited to run Motilal Nehru College Photocopying & Students Facility Centre in Motilal Nehru College, Benito Juarez Marg, Delhi – 110007 for the students and the staff. The period of proposed contract will be one year:-

#### **Eligibility:**

An Agency/ Firm having an experience of at least 1 year of running Photocopying & Students Facility Centre is eligible to apply. The firm shall have requisite registration certificate for dealing in stationery items.

College invites Sealed tenders in "Two parts" i.e. (Technical and Price Bid) for running Photocopying & Students Facility Centre at Motilal Nehru College campus for a period of two years. The Tender Document can be viewed and downloaded from our website <a href="www.mlnc.du.ac.in">www.mlnc.du.ac.in</a>. The Bidders who have downloaded the document from website should attach, along with the bid document, a Demand Draft of Rs. 500/-(Non-Refundable) in favour of "Principal, Motilal Nehru College" payable at Delhi. All the bidders should also enclose a demand draft of Rs. 10000/- (Rupees ten Thousand Only) drawn in favour of "Principal, Motilal Nehru College" payable at Delhi, as the Earnest Money Deposit (EMD) along with Technical Bid. EMD of tendering parties, whose tenders are not accepted shall be refunded (without interest) within 60 days of opening of tenders. The bids shall have to be submitted at Motilal Nehru College, Benito Juarez Marg, New Delhi- 110021 by 20.07.2023 (Thursday) up to 4.00pm.

The offers should be submitted in two sealed envelops one super scribed with "Technical Bid "and other with "Price Bid". Both envelops shall be put in another sealed envelop superscribing the envelope with "Tender for Photocopy & Students Facility Centre". The last date of submission of bid is 20.07.2023 on or before 04.00 pm. The Technical bid shall be opened on 24.07.2023 at 2.00 pm in the presence of attending tenderers or their authorized representatives.

The Bids shall be evaluated on two stage evaluation process. After evaluating the **Technical Bids** the eligible bidders shall be shortlisted for second stage **Price Bids** evaluation. The Price bids of only qualified tenderers after technical evaluation shall be opened subsequently at a notified date in presence of attending tenderers or their authorized representative.

(Principal)

Motilal Nehru College Acting Principal

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## Name of Work: To run MOTILAL NEHRU COLLEGE Photocopying & Students Facility Centre

### **TECHNICAL BID**

(Keep this Technical Bid in Separate Sealed envelope and super scribing "Technical Bid" on it) 1. Name of Tenderer and Agency. :..... Issuing Bank :.... 3. Details of Experience in the similar Field (attach copies from the Agency) 4. Infrastructure available with the Agency (Yes/No) Photocopy Machine (B/W & Colour ) i) Computer (with latest Hardware & Software) : \_\_\_\_\_ ii) Laser Printer (B/W & Colour) iii) All Academic and Students Facility items : \_\_\_\_\_\_ iv) Binding Machine (with all Binding Materials): v) Any other Information vi) 5. PAN/GST No. of Tenderer 6. Registration No.

7. Contact No.

8. Address



### Terms and Conditions For the award of 'Photocopying & Students Facility Centre Contract' for Motilal Nehru College, Benito Juarez Marg, New Delhi – 110021.

- 1. The contract will be awarded on the basis of highest maintenance charges (H-1). However, the minimum maintenance charges should not be less than Rs. 20,000/- per month, and will have to give 3000 photocopy free of cost to office/teachers staff in addition to the payment of electricity charges as per actual electricity consumption.
- 2. The contractor should be ensured that the items listed as per Annexure-I shall be available at the Students Facility Centre and rates of the items will be mutually decided by contractor and the Motilal Nehru College authority. Rates should not be charged more than the prevailing Market Rate/MRP.
- 3. The contractor should be ensured to install good quality Photocopier Machines, B/W and colour Printer and the rates will be charged as given below:

Black & White Photocopy, A4 size paper — Rs. 0.50

Black & White Photocopy, A3 size paper — Rs. 1.00

Black & White printing, A4 size paper — Rs.2.00

Black & white printing, A3 size paper — Rs.4.00

Colour Printing, A4 size paper — Rs.10.00

Colour Printing A3 size paper — Rs.20.00

- 4. Tenders shall be submitted in official tender form only. If submitted in any other form the same shall be summarily rejected. No tenderer shall be issued more than one tender form.
- 5. Tenders received without prescribed Earnest Money Deposit (EMD) shall not be considered.
- 6. The schedules issued with the form of tender listing the services to be rendered must not be altered by the tenderer. Any modifications/alterations of the schedules considered necessary by the tenderer should be in the separate letter accompanying the tender.
- 7. No paper shall be detached from the tender.
- 8. The name and address of the tenderer shall be clearly written in the space provided and no overwriting corrections, insertion shall be permitted in any part of the tender unless duly countersigned by the tenderer. The tender should be filled in and submitted in strict accordance with the instructions laid down herein otherwise the tender is liable to be ignored.
- 9. The tender is liable to be cancelled if complete information is not given there in or if the particulars and date (if any) asked for in the Schedule to the tender are not filled in.

- 10. Individual signing the tender or other documents connected with the tender must specify whether he signs as :
- (i) A sole proprietor of the concern or constituted attorney of such sole proprietor.
- (ii) A partner of the firm if it is a partnership firm, In that case he must have authority to execute contracts on behalf of the firm and refer to arbitration disputes concerning the business of the partnership either by virtue of partnership agreement or by a power of attorney duly executed by the partners of the firms.
- (iii) Director or Principal Officer duly authorized by the Board of Directors of the company.
- (iv) In case of (ii) a copy of the partnership agreement or general power of Attorney, in either case attested by a Notary Public should be furnished or an affidavit on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished. The attested copy of the certificate or registration of firm should be attached along with the tender papers. In case of partnership firm. Where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by all the partners of the firm. In case of (iii) the person signing the tender should be authorized by a resolution passed by the board of directors and a copy of the resolution attested by the Principal Officer should be attached.
- (iv) In case of (ii) a copy of the partnership agreement or general power of Attorney, in either case attested by a Notary Public should be furnished or an affidavit on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished. The attested copy of the certificate or registration of firm should be attached along with the tender papers. In case of partnership firm. Where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by all the partners of the firm. In case of (iii) the person signing the tender should be authorized by a resolution passed by the board of directors and a copy of the resolution attested by the Principal Officer should be attached
- 11. The tender submitted in sealed envelopes mentioned "Tender For Motilal Nehru College Photocopying & Students Facility Centre" addressed to the Principal, Motilal Nehru College, Benito Juarez Marg, New Delhi- 110021 and be dropped in the tender box available at Administration Section on or before 20.07.2023 up to 4:00 pm. The tenders will be opened on 24.07.2023 at 2:00 pm in the presence of such of the tenders who may wish to be present, either by the themselves or through their authorized representatives.
- 12. A demand draft of Rs.10,000/- (Rupees ten thousand only) is required to be deposited as a Earnest Money Deposit in favour of "Principal, Motilal Nehru College" payable at Delhi. The Earnest Money deposit of the successful tender shall be liable to be forfeited if he does not fulfill any of the following conditions.
- (i) An agreement is signed by him in the prescribed form after the receipt of the letter awarding the contract.
- (ii) The Photocopying & Students Facility Centre shall commence from the date mentioned in the letter awarding the contract.

- 13. The bids should be valid in the case of all the tenders for at least 2 months from the date of opening of the tender and if any tenderers withdraws or alters the terms of the tender during the period, the Earnest Money Deposit shall be forfeited. In the case of the successful tenderer, rates quoted shall be valid for the entire period of the contract.
- 14. Corrections, if any, must be attested.
- 15. Late tenders will not be considered.
- 16. Principal, Motilal Nehru College reserves the right to accept or reject any or all the offers either fully or partly without assigning any reasons.
- 17. The contractors shall be responsible for engaging adequately trained manpower required for providing good Stationery Services in the College and arrange payment to the staff engaged as per Labour laws, minimum wages Act. PF, ESI, & Service Tax provisions etc.
- 18. The employees of the Contractor should possess sound health and be free from any diseases, especially contagious and frequently recurring diseases and they should preferably wear uniform while on duty.
- 19. The contractor will, prior to the commencement of the operation of contract, make available to Motilal Nehru College to the particulars of all the employees who will be employed, such particulars inter-alias should include age, date of birth, permanent address and the police verification report for the employees, should be enclosed.
- 20. The Contractor shall be further responsible for proper discipline for the employees engaged by him and their work besides observing other obligations. No child laborers shall be permitted by Motilal Nehru College under this contact. Further the contractor shall be responsible to pay all the dues of employees, as well as statutory dues applicable under labour laws. In the event there is any violation of any contractual or statutory obligations regarding the personnel / labor, the contractor shall be responsible and liable for the same. Further, in the event any claim, action or suit is imposed against Motilal Nehru College, the contractor shall be required to reimburse to Motilal Nehru College any payment made under such orders or judgments of any competent authority which it may be liable to pay as a Principal Employer as and when such liability is determined. Motilal Nehru College shall also have the right to deduct these amounts from the payment due to the contractor while settling the payments.
- 21. The contract shall remain valid up to one year from the date of contract and it may be renewed on mutually acceptable terms and conditions. The contract once awarded can be terminated by either party after giving one month notice to the other party. Nevertheless, Motilal Nehru College may terminate the contract of the contractor without any notice in case the contractor commits a breach of any of the terms of the contract. Motilal Nehru College's decision that a breach has occurred will be final and shall be accepted without demur by the contractor.
- 22. The contractor shall be liable with regard to compliance of all the laws, regulation, rules and directions given by any statutory authority with regard to safety, labor laws or any other laws both Central & State in force. An attested copy of all such statutory registrations shall be enclosed to the tender. The contractor shall comply with all the statutory regulations on control and regulation of piracy issues as revised from time to time.

- 23. The contractor shall be responsible to maintain the premises of the building, equipment and other articles supplied by the Motilal Nehru College in good condition. In case of any damage, they shall be responsible to carry out the repairs without any delay to avoid any interruption in service. Cost of repairs shall be borne by the Contractor himself. In case of theft or damage, contractor shall replace items lost, broken or damaged with items of the same quality at his own cost and expense.
- 24. Motilal Nehru College shall in no way be responsible for any default with regard to statutory obligation and the contractor will indemnify Motilal Nehru College in case of any damage, which may arise on account of action of contractor.
- 25. Service to be provided by contractor are indicated in the Annexure-I attached.
- 26. Dispute, if any, arising out of the contract shall be settled by mutual discussion or arbitration by sole Arbitrator to be appointed by the Chairman, Motilal Nehru College at New Delhi as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and the Rules framed there under. Any Arbitrator appointed shall not have the jurisdiction to pass any interim awards, or to grant interest higher than 8% charges simply on the award amounts, or amounts payable to either party.
- 27. Tender shall be accompanied by the relevant documents including the following:-
- (i) Certificate in support of experience for having undertaken this kind of business along with a list of organizations where the Contractor is currently providing / has provided Students Facility items.
- (ii) Deployment pattern of staff proposed and other details for the efficient satisfactory performance of the contract.
- (iii) Certificates in support of all statutory registrations.
- 28. The contractor will follow the instructions of designated officers of Motilal Nehru College and report to him every month to make checks on day to day activities of the services rendered. The contractor shall extend full co-operation to the designated officer from time to time.
- 29. On termination of the agreement, the contractor will hand over the building, all the equipment's / articles as supplied by the Motilal Nehru College in good working condition back to Motilal Nehru College
- 30. Care must be taken to ensure while carrying out the work so that no fittings, fixtures, furnishings are damaged. Any damages done to the same or any other property will have to be repaired / replaced by the contractor, failing which the same will be got done at his risk and cost. The decision of the Designated Officer shall be final and binding on the contractor.
- 31. All work shall be carried out with due regard to the convenience of Motilal Nehru College. The orders of the concerned authority shall be strictly observed.
- 32. The contractor will work in closed co-operation and co-ordination with other agencies working at site.

- 33. The contractor has to deploy adequate number of staff who has to work during holidays, late hours and Sundays as well according to the requirement and convenience of Motilal Nehru College and the occupants, while ensuring weekly offs of his / her employees as per statutory requirements.
- 34. The contractor shall be fully responsible about the conduct of his employees and shall ensure that their behavior with the students, residents, supervisors, officers is always good and cordial. If it is found that the conduct or efficiency of any person employed by the contractor is unsatisfactory, the contractor shall have to remove the person concerned and engage a new one within (48) hours of intimation. The division of the Designated Officer in this regards shall be final and binding on the contractor.
- 35. Motilal Nehru College is not bound to provide any mode of transport in respect of men or material required for the contract.
- 36. The contractor shall at all times indemnify and keep indemnified the Principal Employer, the Head of the Officer and its officers, servants and agents for and against all third party claims whatsoever, including time, not limited to property loss and damage, personal accident, injury or death of / or property or person of any sub-contract and or the servants or agents of the contractor any sub-contractor(s) and or the owner and the contactor shall at his own cost and initiative at all times, maintain all liabilities under workman's Compensation Act/ Fatal Accident Act, Personal Injuries, Employees State Insurance Act, PF Act and / or their Industrial Legislation from time to time in force.
- 37. The payment towards supply of Office stationery items to Office and Academic Stationery to Academic Departments shall be released on monthly basis after satisfactory completion of the job and for the work actually done on submission of the statement indicating department wise amount. The original requisition Slip duly signed by Head of Depts. should also be attached with the bill. Income Tax (TDS), as applicable at prevailing rate will be deducted at source.
- 38. The contractor shall deposit Rs.50,000/- (Rupees fifty five thousand Only) as Security Deposit with Motilal Nehru College. No interest shall accrue on this deposit, which will be returned after the successful completion of contract and after adjusting dues if any, of the contractor to Motilal Nehru College. The EMD of successful tender will be converted as security deposit and the EMD of unsuccessful tenders will be refunded.
- 39. The workmen employed by the contractor shall be directly supervised and controlled by the contractor, and shall have no relation whatsoever with Motilal Nehru College. The College shall have no power to control or supervise such workmen or to take any action against them except as permissible under law. Such workmen shall also not have any claim against Motilal Nehru College for service or legalization of services by virtue of being employed at DRC against any temporary or permanent posts at DRC.
- 40. The work executed shall be to the satisfaction of designated officers of the Motilal Nehru College, Delhi.
- 41. The contractor shall ensure that either he himself or his representative is available for proper administration and supervision at the works.

### SERVICES TO BE PROVIDED BY MOTILAL NEHRU COLLEGE PHOTOCOPYING & STUDENTS FACILITY CENTRE

During continuance of the Contract of Photocopying & Students Facility Centre the agency, contractor shall take-over the responsibility for providing all the stationery items (As per enclosed Annexure-I) and photocopy Service.

The scope of service to be rendered under this agreement includes the following:

- 1. To sell the Office, Academic and Students stationery by making his own investment and stock and sell all items relating to stationery supply as per the requirement of Motilal Nehru College authorities and students specified from time to time.
- 2. To provide the students Facility items and services to Motilal Nehru College and students at competitive rates. This shall not be more than the MRP and Market Rate.
- 3. To upgrade the service as per the technological developments taking place in the areas of computer hardware, Xeroxing, binding, etc.
- 4. To provide access to the committee constituted by Motilal Nehru College for monitoring the quality, specification and rates and act as per the advice and instructions of the said committee / management of Motilal Nehru College.
- 5. To display rates of all major items and photocopy charges in the students facility Centre.
- 6. The contactor shall be responsible to ensure the conduct and behavior of the persons employed by them for running the Centre.
- 7. The payment for the monthly bills towards supply of Office and Academic and Students Stationery (As per Annexure-I) shall be supported by authorization for supply of such services and will be settled within a month of submitting the bills in duplicate. TDS will be deducted as per Income Tax Rules in force.
- 8. The contractor is required to obtain all local licenses for running the photocopy & students facility Centre as per the requirement of statute in force and revise from time to time.
- 9. The contractor shall indemnify Motilal Nehru College against any liability towards non-compliance of any of the statutory obligations required to be fulfilled while operating such service in the premises of Motilal Nehru College.
- 10. The contractor shall disburse wages to the staff deployed in the photocopying & students facility Centre as per the prevalent minimum wages Act besides fulfilling all other statutory obligations of PF, ESI Service Tax etc.
- 11. To ensure security of moveable and immovable property of Motilal Nehru College premises handed over against theft or damage.
- 12. Subletting of contract shall not be permitted.

- 13. The B&W machine, shall be of reputed brands like Modi, Xerox, Canon, Godrej having latest configuration and not older than one year.
- 14. Motilal Nehru College administration & students shall have freedom to procure stationery items from open market.
- 15. Motilal Nehru College will not be responsible to provide any residential accommodation to personnel deployed by the contractor.

#### UNDERTAKING BY THE TENDERER

I/We have carefully gone through all above various terms and conditions for provision of photocopying & students facility Centre at Motilal Nehru College. I/We agree to all these conditions and offer to provide Services at Motilal Nehru College. We are making this offer after carefully reading the conditions and understanding the same without any kind of pressure or influence from any source whatsoever. I/We have inspected the Institute premises, and have acquainted ourselves with the tasks for providing of photocopying & stationery, before making this offer. I/We hereby sign this undertaking in token of our acceptance of various conditions listed above.

I accept the above term and conditions

Signature of Tenderer	
Name of Tenderer	
Address:	
Phone No.	

