

Online Bids

are invited
for
providing photocopying, printing, binding, scanning,
laminating and selling of stationery, Services
in various hostels of IIT(BHU), Varanasi

Tender No.: IIT (BHU)/I.P. Cell/St. S/2019-20/743, Dated 23-01-2020

Bid Submission Start Date: 23.01.2020

Bid Submission End Date: 20.02.2020

Site Visit: 31.01.2020

Technical Bid Opening Date: 24.02.2020



Indian Institute of Technology
(Banaras Hindu University) Varanasi-221005

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Section I

Notice Inviting E-Tender

for providing photocopying, printing, binding, scanning, laminating and selling of stationery, Services

1. IIT (BHU) invites E-TENDER in TWO BID SYSTEM from eligible and financially sound Bidders for providing photocopying, printing, binding, scanning, laminating and selling of stationery, Services in various hostels of the Institute.
2. Tender Documents may be downloaded from CPPP <http://eprocure.gov.in/eprocure/app> or IIT (BHU) website <https://www.iitbhu.ac.in/tenders>.
3. Bidders are advised to go through instructions provided at “Instructions for online Bid Submission”. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website. The bidder should go through the tender documents/instructions carefully before submitting/uploading the bids.
4. No manual bids will be accepted. All bids (both Technical and Financial) should be submitted on the E- procurement portal on <http://eprocure.gov.in/eprocure/app> on or before the last date as mentioned in critical data sheet. Further, all communications should be addressed to the Registrar, Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005, U.P.
5. The Institute shall not be responsible for any delay in submission of on line Bids. The Institute reserves the right to accept or reject any bid, cancel the tender without assigning any reason thereof. Institute’s decision in this regard shall be treated as final. No correspondence in this regard will be entertained.
6. Further, the Earnest Money shall be forfeited, if it is found at any stage that information/particulars given by bidder are false.
7. Tender Processing Fee of Rs.1180=00 (inclusive of GST and Non-refundable) for this Tender is to be paid by RTGS/NEFT before the Bid Opening Date and time. EMD of Rs. 1,00,000=00 (Rs. One Lakh Only) is also to be paid by RTGS/NEFT before the Bid Opening Date and time.

Tender fees and EMD can be paid through RTGS/NEFT as per the following details:

Name of Account - Registrar, IIT (BHU)

Name of the Bank - State Bank of India, IITBHU, Varanasi

Account No. - 32778803937 IFSC Code - SBIN0011445

The proof of payment must be uploaded with Technical Bid otherwise bid may be summarily rejected and no communication will be entertained in this regard.

Note: Both the transactions are to be done separately.

However, exemption(s)/relaxation(s) from the condition of payment of Tender Processing Fees and EMD, if any, as per govt norms, against uploading of relevant valid supporting document(s) in .pdf format will be provided as notified by Govt of India from time to time.

8. The interested bidders can inspect the premises of hostels between 10:00AM to 5:00PM on 31.01.2020. The cost of such visit shall be borne by the Bidder. They may contact the Chairman, Council of Warden IIT (BHU) during office hours (10:00AM to 5:00PM) on any working day for ascertaining the job requirements and for getting any other additional information/clarification required by them.
9. Conditional bids shall not be considered and will be rejected summarily.

10. Financial Bids of only those bidders will be opened who qualify after technical bids evaluation by a Committee constituted for the purpose by the Institute. No bidder will be allowed to withdraw its bids after technical bids have been opened. If any bidder intends to withdraw after opening of technical bids, its EMD will be forfeited.
11. The Institute reserves the right to reject any or all the bids submitted by the bidders at any time or relax/withdraw/add any of the terms and conditions contained in the Tender Documents without assigning any reason thereof.
12. Any subsequent Updates, Addendums, Corrigendums etc, if any, will be published only on the website <http://eprocure.gov.in/eprocure/app> and www.iitbhu.ac.in. All bidders are required to regularly check the websites for any updates.

CRITICAL DATA SHEET

Date of Issue/Publication of E-Tender Notice	23-01-2020 (16:00 Hrs)
Bid Document Download Start Date	23-01-2020 (16:00 Hrs)
Site Visit	31-01-2020 (During Office Hour i.e. From 10:00 Hrs to 17:00 Hrs)
Last Date and Time for submitting e-mail queries regarding technical specifications and other conditions of tender document	03-02-2020 (17:00 Hrs) (Kindly note that all queries are to be sent on registrar@iitbhu.ac.in.)
Pre- Bid Meeting	04.02.2020 at 15:00 Hrs
Bid Document Download End Date	20-02-2020 (16:00 Hrs)
Last Date and Time for Uploading of Bids	20-02-2020 (16:00 Hrs)
Technical Bid Opening Date	24-02-2020 (16:30 Hrs)
Tentative area to be provided for providing the service	1012 square feet (tentative)
Base Rate of Monthly Licence Fee	Rs. 20 per square feet + GST Total Rs. 20240=00 per month (Rs.20 per sq. ft. X 1012 sq. ft.) + GST
Tender Processing Fees (Non Refundable)	Rs. 1180=00 (inclusive of GST)
Earnest Money Deposit	Rs. 1,00,000=00
Address For Communication	The Registrar, Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005, U.P. Email: registrar@iitbhu.ac.in
Contract Duration	Initially for one year (Further extendable for two more years (of one year each) on satisfactory performance to be reviewed and assessed at the end of every year by the authorised officials and/or Committee of the Institute)

Sd/-
Registrar
Indian Institute of Technology
(Banaras Hindu University),
Varanasi – 221005
E-mail: registrar@iitbhu.ac.in

Section II

INSTRUCTION FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant only to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information for submission of online bids on the CPP Portal may be obtained at <http://eprocure.gov.in/eprocure/app>.

1. Registration

- 1.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL: http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
- 1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / n-Code / e-Mudhra etc.), with their profile.
- 1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 1.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2. Searching for Tender Documents

- 2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective “My Tender” folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 2.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. Preparation of Bids

- 3.1 Bidder should take into account any corrigendum published, if any in respect of the tender document before submitting their bids.
- 3.2 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule as PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 3.3 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Documents Comprising the Bid

The **Two Bid System**, i.e. “Techno – Commercial Bid” and “Price Bid” to be prepared by the Bidder shall comprise the following:

A) Techno – Commercial Bid (Un priced Bid): [Upload online scanned copies in PDF format]

- i) Scanned copy of proof of submission of Tender Processing Fee and EMD.
- ii) Scanned copy of Technical Bid proforma
- iii) Scanned copy of Pan Card, GST registration & National Electronic Fund Transfer Form (NEFT).
- iv) Scanned copy of documents mentioned in Eligibility Criteria
- v) Scanned copy of other relevant documents as per the tender document.

Only required documents as per this tender document have to be uploaded on CPPP in Technical bids. Technical bids containing price bid will not be entertained and shall be out rightly rejected and no communication shall be entertained in this regard.

B) Price Bid: [Upload online in prescribed PDF format as well as .xls format as per Bidding Document]

Price Bid duly filled up with all the details have to be uploaded. It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all information.

Note: All documents must be uploaded in PDF format also.

In case of any discrepancy and/or mismatch in .xls format and .pdf format, information and/or figures provided in the uploaded documents in .pdf format shall be treated as final and decision will be taken accordingly.

4. Submission of Bids

- 4.1 Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

- 4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4.3 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Once the details have been completed, the bidder should submit it online. If the format of financial bid is found to be modified by the bidder, the bid will be rejected.
- 4.4 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 4.5 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 4.6 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.7 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. And the date & time of submission of the bid with all other relevant details.
- 4.8 Kindly submit scanned PDF of all relevant documents.

5. Assistance to Bidders

- 5.1 Any queries relating to the tender document and the 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.
- 5.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.

6. General Instructions to the Bidders

- 6.1 The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in **pdf format**.
- 6.2 Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
- 6.3 Bidders are advised to follow the instructions provided in the "Instructions to the Bidder for the e-submission of the bids" online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.
- 6.4 Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> and www.iitbhu.ac.in. **shall not tamper/modify the tender form including downloaded price bid template in any manner**. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and Bid Security (EMD) would be forfeited.

Section III

Instructions to Bidders

1. Scope of Service to be rendered

Scope of service to be rendered is provided in Section VI of this document.

2. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Institute will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3. Tender Processing Fee

The tender processing fee (Rs. 1180/-) (non-refundable) has to be submitted through RTGS/NEFT online (Scanned copy of proof of payment in .pdf format to be uploaded online) towards tender processing fee failing which the bid will be rejected.

4. Earnest Money Deposit (E.M.D.)

The Earnest money Deposit (EMD) of Rs. 1,00,000=00 (Rupees One Lakh only) has to be submitted through RTGS/NEFT online (Scanned copy of proof of payment in .pdf format to be uploaded online) towards EMD failing which the bid will be rejected. Earnest Money will be refunded to unsuccessful bidders after finalization of the contract.

Please note that Exemption(s)/relaxation(s) from deposition of Tender Processing Fee as well as Earnest Money Deposit, if any, as per govt norms, against uploading of relevant valid supporting document(s) in .pdf format will be provided as notified by Govt of India from time to time.

5. Content of Bidding Documents

5.1 The services required, bidding procedures and contract terms are prescribed in the bidding documents.

In addition to Invitation of Bids, the bidding documents shall include:

- (a) Instructions for Online Bid Submission
- (b) Instruction to Bidders (ITB);
- (c) Introduction
- (d) Definitions
- (e) Scope of service to be rendered
- (f) Minimum Essential Requirement for bidding
- (g) Proforma for Technical & Financial Bid
- (h) Evaluation Scheme
- (i) General Conditions of Contract (GCC);
- (j) Service Level Agreement

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

6. Amendment of Bidding Documents

- 6.1** At any time prior to the deadline for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 6.2** In order to allow prospective bidders reasonable time within which to take the amendment into account in preparing their bids, if any, the Institute, at its discretion, may extend the deadline for the submission of bids.

7. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid shall be written in English language.

8. Documents Comprising the Bid

8.1 Techno commercial un-priced bid and priced Bids:

The bids are to be uploaded in two parts i.e. Techno commercial un-priced bid and priced Bids.

- (a) Techno commercial un-priced bid shall be submitted through CPP Portal. If the proof of Tender Processing Fee & EMD is not uploaded along with the technical bid, such bid will not be considered, if required.
- (b) Priced bid.

8.2 Techno commercial un-priced bid:

Proforma for techno commercial un-priced bid is given at Section VIII

8.3 Price Bid

The price bid shall comprise the price component indicating the prices for each and every item and a scanned copy of completely filled BoQ is also to be uploaded under cover 2.

- (a) The prices quoted must be net per unit as shown in the Section VIII.
- (b) The prices once accepted by the Institute shall remain valid till the successful execution of the contract and accepted or **12 months** from the date of acceptance of tender whichever is later.

Note: All documents must be uploaded in PDF format also.

In case of any discrepancy and/or mismatch in .xls format and .pdf format, information and/or figures provided in the uploaded documents in .pdf format shall be treated as final and decision will be taken accordingly.

9. Bid Currencies

Prices shall be quoted in Indian Rupees only.

10. Period of Validity of Bids

10.1 Bids shall remain valid for **180** days after the date of financial bid opening prescribed by the Institute. A bid valid for a shorter period shall be rejected as non-responsive.

10.2 In exceptional circumstances, the Institute may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request will not be required nor permitted to modify the bid.

10.3 Financial Bid evaluation will be based on the bid prices without taking into consideration the above modifications.

11. The tender has to be submitted ONLINE before the due date. The offers received after the due date and time will not be considered. **No manual bids will be considered.**

12. Deadline for Submission of Bids

12.1 Bids must be received ONLINE not later than the time and date specified in the Invitation for Bids.

12.2 The Institute may, at its discretion, extend this deadline for submission of bids.

13. Late/Delayed Bids

The offers received after the due date and time will not be considered.

14. Modifications and Withdrawal of Bids

14.1 The Bidder may modify or withdraw its bid after the ONLINE bid's submission, as per the provision of CPP Portal.

14.2 No bid may be modified subsequent to the deadline for submission of bids. No documents will be accepted in support of essential pre-bid criteria after the last date of submission of bids.

14.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

15. Opening of Techno commercial un-priced Bids

All techno commercial un-priced bids (Cover 1) will be opened in the first instance.

16. Clarification of Bids

16.1 During evaluation of the bids, the Institute may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

16.2 No Bidder shall contact the Institute authority on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Institute, it should be done in writing.

16.3 Any effort by a Bidder to influence the Institute's authority in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

17. Evaluation of Techno commercial un-priced Bid

17.1 Prior to the detailed technical evaluation, the authority of the Institute will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations and meets all the essential criteria. If any bidder does not meet the essential criteria as laid down in this bid document, then his bid will be summarily rejected. No documents will be accepted in support of essential criteria after the last date of submission of bids.

17.2 The bidders short-listed by the Institute based on meeting the essential criteria and detailed evaluation regarding satisfying the technical criteria laid down in this tender document may be called for detailed discussions with a team selected for the purpose, at a specified date, time and venue, if needed. The bidder will have to bear all the cost for this purpose. No payment shall be made by the Institute.

Bidders may also be called for verification of the documents uploaded on CPPP from the originals, as per the decision of the Committee, if required. The bidders will have to bear all the cost for this purpose. No payment shall be made by the Institute.

18. Opening of Priced Bids

18.1 Priced Bids of only those bidders who meet the essential criteria and whose techno commercial un-priced bids have been found to be substantially responsive will be opened.

18.2 The priced Bids of the technically qualified bidders shall be opened in the presence of the tender committee.

19. Evaluation and Comparison of priced Bids

19.1 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between words and figures, whichever is the higher of the two shall be taken as bid price.

If the Vendor does not accept the correction of errors, its bid will be rejected.

20. Institute's right to accept any bid and to reject any bid or all bids

The Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Institute's action.

21. Award Criteria

The technical committee will evaluate the technical bids on various parameters as detailed in this document. Agencies meeting the bidder's eligibility criteria and other criteria as per this tender document will be declared technically qualified. The evaluation of the committee is final and binding.

The financial bids of only those bidders who qualify in technical bid shall be opened. The bidder offering highest licence fee (Excluding Electricity charges) for providing photocopying, printing, binding, scanning, laminating and selling of stationery, services

shall be awarded the contract.

The bidder is required to provide the services at approved rates as detailed in the Annexure-I of this tender document.

The successful bidder will have to pay electricity charges as per metre reading on actual basis. The electricity charges shall however, be subject to revision/change from time to time which shall be payable by the successful bidder as aforesaid at the then prevailing rates.

22. Notification of Award

Prior to the expiration of the period validity, the authority of the Institute will notify the successful Bidder in writing by e-mail, to be confirmed in writing by e-mail/speed post or hand delivered letter, that its bid has been declared qualified.

23. Fall clause

23.1 The price charged for the stationeries supplied under the contract by the service provider shall in no event exceed the lowest price at which the service provider sells the stationeries of identical description to any other person during the period till performance of all contractual obligation placed during the currency of the contract is completed. If at any time during the period the service provider reduces the sale price of such stationeries or sells such stationeries to any other person including his dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the Institute and the price payable under the contract for these items of stationeries supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

23.2 If it is discovered that the service provider has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the Institute to (a) revise the price at any stage so as to bring it in conformity with sub-clause above, or (b) to terminate the contract with recovery of loss.

Section IV

Introduction

Indian Institute of Technology (BHU), an Institute of National Eminence under the Ministry of Human Resource and Development, Government of India requires the services of a reputed, well established and financially sound Company/Firm/Agency for providing photocopying, printing, binding, scanning, laminating and selling of stationery, Services for its various hostels.

The details are as under:

Approximate Number of Students to whom services are to be provided: 6000

A total area of 1012 square feet is to be provided at 5 locations as detailed below:

- | | | |
|----------------------------|---|-----------------|
| 1. Limbdi Hostel | - | 324 square feet |
| 2. S.C. Dey Girls' Hostel | - | 128 square feet |
| 3. IIT (BHU) Girls' Hostel | - | 143 square feet |
| 4. Vishweshwaraiya Hostel | - | 167 square feet |
| 5. Aryabhata-II Hostel | - | 250 square feet |

The Institute reserves the right to revise and/or modify the allotted area based on the requirement at any time and the decision of the Institute shall be final and binding to successful bidder. Further, the successful bidder has to pay licence fee based on the revised/modified area on the basis of quoted rate in per square feet in accordance with this tender document.

The interested bidders can visit and inspect the site i.e. premises of the hostels, IIT (BHU) on 31.01.2020 between 10:00AM and 5:00PM.

They may contact the Chairman, Council of Wardens, IIT (BHU), Varanasi during office hours on any working day for ascertaining the job requirements and any other additional information/clarification required by them.

Section V

Definitions:

1. “Bid” (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers;
2. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘Services Provider’ in certain contexts) means any eligible firm or company or agency participating in a procurement process with a Procuring Entity;
3. “(Standard) Bid(ding) documents” (including the term ‘tender (enquiry) documents’ or ‘Request for Proposal Documents’ – RfP documents in certain contexts) means a document issued by the Procuring Entity, including any amendment thereto, that sets out the terms and conditions of the given procurement and includes the invitation to bid;
4. “Bid security” (including the term ‘Earnest Money Deposit’(EMD), in certain contexts) means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid: the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the solicitation documents.;
5. “Competent authority” means the officer(s) who finally approves the decision.
6. “e-Procurement” means the use of information and communication technology (specially the internet) by the Procuring Entity in conducting its procurement processes with bidders for the acquisition of goods (supplies), works and services with the aim of open, non discriminatory and efficient procurement through transparent procedures;
7. “Notice inviting tenders” (including the term ‘Invitation to bid’ or ‘request for proposals’ in certain contexts) means a document and any amendment thereto published or notified by the Procuring Entity, which informs the potential bidders that it intends to procure goods, services and/or works.;
8. “Procurement Contract” (including the terms ‘Purchase Order’ or ‘Supply Order’ or ‘Withdrawal Order’ or ‘Work Order’ or ‘Contract for other Services’ under certain contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the supplier, Services Provider or Company/Firm/Agency on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country.
9. “Services” is defined as any subject matter of procurement other than goods or works, except those incidental or consequential to the services and includes physical, maintenance, professional, intellectual, training, consultancy and advisory Services or any other services classified or declared as such by a Procuring Entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf.

Section VI

Scope of service to be rendered at various hostels of the Institute

1. To sell stationeries to students as per approved list of items by making own investment and stock as per requirement from time to time at **at least 10% discount on MRP or on competitive rate or on market rate whichever is lower**
2. To provide photocopying services at approved rate list
3. To provide binding services at approved rate list
4. To provide printing both colour as well as black and white services at approved rate list
5. To provide laminating services at approved rate list
6. To provide scanning services at approved rate list
7. To display rates of all items of stationery as per list and photocopy charges
8. To upgrade the service as per technological developments taking place in the area of computer and photocopying machines etc.
9. To provide access to the authority of the Institute for monitoring the quality, specification and rates at any point of time during the contract

Note: The Institute reserves the right to revise and/or modify approved rate list as well as approved stationery items list at any time and the decision of the Institute shall be final and binding to successful bidder.

Further, all services viz. photocopying, printing, binding, scanning, laminating and selling of stationery, services are to be provided mandatorily by a bidder at all five locations as provided in Section IV.

Section VII

Minimum Essential Requirement for bidding

- a) The bidder must have turnover of at least Rs. 20,00,000=00 (Rs. Twenty Lakh Only) per annum in the past three financial years preceding the tender (i.e. 2016-17, 2017-18 and 2018-19) for providing photocopying, printing, binding, scanning, laminating and selling of stationery, services only.
Bidder must upload a certificate in .pdf format from Chartered Accountant for the same.
- b) The bidder/ Company / Firm / Agency must be registered with the appropriate registration authority (ies) of the Uttar Pradesh State and Central Government, if any. Bidder must upload copy of such certificates in .pdf format for the same.
- c) The bidder /Company / Firm / Agency must have valid PAN and GST Number. Bidder must upload copy of such certificates in .pdf format for the same.
- d) Services Centre of the bidder/principal must be located in Varanasi, Uttar Pradesh to ensure timely uninterrupted services. Bidder must upload .pdf copy of relevant document in support with clearly mentioning the name of contact person as well as postal address, e-mail and mobile number.
- e) The bidder /Company / Firm / Agency must have its own Bank Account.
- f) The bidder /Company / Firm / Agency must submit an affidavit stating that the agency has not been blacklisted by Central Government/ State Government/ any PSU in last three years. The bidder must upload the certificate in .pdf format for the same.
- g) The bidder must upload a certificate that all the terms and conditions as mentioned in this tender document are acceptable to it.
- h) The bidder must upload statutory license obtained, if any, for providing photocopying, printing, binding, scanning, laminating and selling of stationery, services.
Exemption to comply with any of the above criteria must be duly supported by the relevant Government orders/ other Government documents.
Non compliance with any of the above conditions by the Services Provider will amount to non-eligibility for the services for which tender has been floated and its tender will be rejected being non responsive.

Exemption(s)/relaxation(s), if any, as per Govt. norms, against uploading of relevant valid supporting document(s) in .pdf format will be provided as notified by Govt. of India from time to time.

Further, all services viz. photocopying, printing, binding, scanning, laminating and selling of stationery, services are to be provided mandatorily by the successful bidder. In case, the successful bidder fails to provide any one of the services as mentioned above, the agreement will be terminated and performance security shall be forfeited. No communication will be entertained in this regard.

Section VIII

Proforma for Technical Bid

(For providing photocopying, printing, binding, scanning, laminating and selling of stationery, services in various hostels of IIT(BHU), Varanasi)
(Upload duly signed scanned copies of all documents in PDF format on online portal of CPPP)

S.No.	Description	Details	Page No.
1.	Name of Tendering Company/ Firm/ Agency (upload Certificate of Registration)		
2.	Name of Director/Proprietor of Company/Firm/Agency		
3.	Full Address of Registered Office with (i) Mobile No. (ii) Fax (iii) E-mail		
4.	Full Address of office of services centre with (i) Mobile No. (ii) Fax (iii) E-mail		
5.	Banker of Company/ Firm/Agency with full Address (upload certified copy of Bank Statement)		
6.	PAN (upload self attested copy)		
7.	GST No. (upload self attested copy)		
8.	E.P.F. Registration No. (upload self attested copy)		
9.	E.S.I. Registration No. (upload self attested copy)		
10.	Annual turnover financial year wise for preceding three financial years (i.e. 2016-17, 2017-18 and 2018-19) for providing photocopying, printing, binding, scanning, laminating and selling of stationery, services (upload separate sheet duly certified by CA)		
12.	Total number of employees in the Company/ Firm/ Agency		
13.	Affidavit stating that the Company/Firm/Agency has not been black listed by Centre/ State Government/ PSU in last three years (Duly signed and attested)		
14.	Declaration about non- involvement in fraud and corrupt practices (Duly signed and attested)		
15.	Details of Earnest Money Deposit (i) Rs. (ii) Date (iii) Amount		
16.	Details of Tender Processing Fees (i) Rs. (ii) Date (iii) Amount		
17.	Any other details (Please specify)		

Items available along with specifications/descriptions with the bidder for providing photocopying, printing, binding, scanning and laminating services:

S. No.	Type of Machines	Specifications/Descriptions (Like Duplex, Speed, DPI etc.)
1.	Photocopy machines	
2.	Computers	
3.	Laser Printers	
4.	Binding machines	
5.	Scanning machines	
6.	Laminating machines	

Minimum Requirement:

Facilities involving photocopy machines, computers, laser printers, binding machines, scanning machines and laminating machines must be having latest technology and must not be older than one year.

The successful bidder has to provide and upgrade the services from time to time as per technological developments and up gradation taking place in the area of computer, photocopying machines etc.

The Institute reserves the right to terminate the contract if the above requirement is not fulfilled.

Financial Bid

S. No.	Description	Price
1.	<p>Licence fee for using Institute's premises for providing photocopying, printing, binding, scanning, laminating and selling of stationery services</p> <p>Base rate of monthly licence fee is Rs. 20=00 (Rs. Twenty only) per square feet and total base rate comes at Rs. 20240=00 (Rs. Twenty Thousand Two Hundred and Forty only) considering total area to be allotted for providing the services as 1012 square feet</p>	<p>Rs. per square feet per month + GST @ 18% per month</p> <p>And total price of</p> <p>Rs. per month + GST @ 18% per month considering total area to be allotted for providing the services as 1012 square feet</p>

Note:

1. The bidder is required to provide the photocopying, printing, binding, scanning, laminating and selling of stationery services at approved rates and list as detailed in the Annexure-I as per the terms and conditions of this tender document.
2. The Institute reserves the right to revise and/or modify the allotted area based on the requirement at any time and the decision of the Institute shall be final and binding to successful bidder. Further, the successful bidder has to pay licence fee based on the revised/modified area on the basis of quoted rate in per square feet in accordance with this tender document.
3. The successful bidder will have to pay electricity charges as per metre reading on actual basis for providing the services. The electricity charges shall however, be subject to revision/change from time to time which shall be payable by the successful bidder as aforesaid at the then prevailing rates.
4. The bidder offering highest licence fee (**Excluding Electricity charges**) for providing photocopying, printing, binding, scanning, laminating and selling of stationery, services and fulfilling all the eligibility criteria as per the tender document shall be awarded the contract.
5. The rate of GST may increase/decrease as per the Government of India norms as amended from time to time.
6. Financial Bid(s) of Bidders and/or Bidder quoting price below base Rate of Rs. 20.00 per Sq. Ft. Per Month shall be out rightly rejected.

Section IX

Evaluation Scheme

1. Technical Evaluation

Evaluation of technical bids will be done on various parameters as detailed in this tender document. Agencies meeting the bidder's eligibility criteria and other criteria as per the tender document will be declared technically qualified.

2. Financial Evaluation

The bidder offering highest licence fee (**Excluding Electricity charges**) for providing photocopying, printing, binding, scanning, laminating and selling of stationery, services shall be awarded the contract.

The bidder is required to provide the services at approved rates and list as detailed in the Annexure-I of this tender document. All services viz. photocopying, printing, binding, scanning, laminating and selling of stationery, services are to be provided mandatorily by the successful bidder. In case, the successful bidder fails to provide any one of the services as mentioned above, the agreement will be terminated and performance security shall be forfeited. No communication will be entertained in this regard.

The successful bidder will have to pay electricity charges as per metre reading on actual basis. The electricity charges shall however, be subject to revision/change from time to time which shall be payable by the successful bidder as aforesaid at the then prevailing rates.

SECTION X

GENERAL CONDITION OF CONTRACTS

1. General Conditions

- (i) The contract does not bind the Institute to prevent use of other similar services.
- (ii) Un-interrupted quality services in terms of clarity and sharpness done by the service provider as well as courteous and prompt response is essence of this tender.
- (iii) The successful bidder has to bear all cost, by whatever nomenclature it is called, related to maintenance and operation of photocopy machines and other related machines to be installed in various hostels and sale of other stationery related items as per approved list. The successful bidder shall take prior permission of the appropriate authority of the Institute before putting and installing machines inside the premises of the Institute.
- (iv) Further, all arrangements (including cost for wood works temporary in nature) inside the allotted space of hostels will have to be borne by the successful bidder. Any change in shape, size and other construction activities and/or works of permanent nature inside and/or outside the allotted space is strictly prohibited. The Institute shall take necessary penal action, if the successful bidder violates this condition.
- (v) The agency shall take and provide all safety measures and will be responsible for all mishaps/mischief etc. and shall indemnify the Institute against any risk arising out of the same.
- (vi) The agency or its employees will not, at any time cause or permit to cause any nuisance at the premises licensed or do anything which shall cause disturbance to the Institute.
- (vii) The agency shall cater for a suitable power backup facility to ensure continuous uninterrupted service.
- (viii) Any complaint about the quality/reception of poor services lodged with Authorized person of the Institute will be rectified immediately within 04 hours of lodging of complaint.
- (ix) The quality and performance of service rendered has to be satisfactory and regular.
- (x) The bidder must have to follow all guidelines and/or norms of Uttar Pradesh Government, Central Government and statutory body (ies) as amended from time to time for providing photocopying, printing, binding, scanning, laminating and selling of stationery, Services during the period of contract.
- (xi) The bidder is required to obtain all local licenses for providing photocopying, printing, binding, scanning, laminating and selling of stationery, services as per the requirement of statutory law in force as amended from time to time.
- (xii) The service provider shall indemnify the Institute against any liability towards non compliance of any of the statutory obligations required to be fulfilled while operating such service in the premises of the Institute.
- (xiii) The service provider shall disburse wages to staff deployed for providing photocopying, printing, binding, scanning, laminating and selling of stationery, services as per the prevalent wage rate besides fulfilling all other obligations such as PF, ESI, EPF, Income Tax etc.
- (xiv) It is the responsibility of the service provider to ensure security of movable and immovable property of the Institute handed over against theft and/or damage.

- (xv) The timing for providing photocopying, printing, binding, scanning, laminating, and selling of stationery services in various hostels of the Institute will be from 08:00 Hrs to 21:00 Hrs
- (xvi) The Institute shall not take any responsibility for credit sales to students or any loss caused to the service provider due to pilferage or whatsoever.
- (xvii) The Institute shall reserve the right to change any terms and conditions for providing photocopying, printing, binding, scanning, laminating and selling of stationery, services as and when required.
- (xviii) In the event of delay in deposit of monthly licence fee, electricity charge and water charge in Institute's account, interest will be charged @ 2% per month on unpaid amount.
- (xix) Subletting of the contract is strictly prohibited.
- (xx) The photocopying machines must have latest configuration and must not be older than one year.
- (xxi) The students will have the right to procure stationery items and use services of providing photocopying, printing, binding, scanning and laminating from open market also.
- (xxii) The Institute does not undertake any guarantee that all of the Students will be using the services of the service provider.
- (xxiii) For the consumers who are not willing to pay in cash, the successful bidder shall facilitate with a swipe payment machine and shall also provide in the outlet the UPI based payment system. The successful bidder shall further display its VPA (virtual payment address) or Q-Code on the display board to enable the consumers make the payments via UPI App (BHIM or equivalent).
- (xxiv) The successful bidder shall be absolutely liable for payment of GST to the respective department on items sold at the service point. The Institute shall have no liability, whatsoever, in this regard and shall be deemed to be immune and indemnified in all respects.
- (xxv) The successful bidder shall further be liable to pay to the Institute GST at the rate applicable from time to time on the Licence fee payable by it. GST shall be payable over and above the Licence Fee and the Office concerned shall for accounting purposes issue a Tax invoice/receipt with GSTIN to the service provider in confirmation thereof.
- (xxvi) The successful bidder shall also be liable to pay all other taxes, levies and other legal payables that may be applied by the Government, local authorities and other competent forums from time to time.
- (xxvii) The successful bidder shall not make any addition or alteration to the building or tamper with the fittings or electrical installations therein, nor make any unauthorized constructions or extension to the electricity or water supply lines, without the specific written permission of the Licensor in this behalf.

- (xxviii) The Successful bidder is bound to maintain cleanliness conditions in and around the places at his own cost. No staff member of the Institute will be engaged for the purpose.
- (xxix) The garbage (Kachra) generated by the Services will be disposed of by the service provider out of the premises. No garbage should be disposed or spread outside the place by the students or the employees who could cause health hazard for the students.
- (xxx) After the expiry of the contract period or termination of the license, the service provider shall wind up its business and vacate the entire premises. In case he fails to vacate the premises the Institute reserves the right to remove his items at the service providers risk and cost.
- (xxxi) Any subsequent Updates, Addendums, Corrigendums etc, if any, will be published only on the website <http://eprocure.gov.in/eprocure/app> and www.iitbhu.ac.in. All bidders are required to regularly check the websites for any updates.
- (xxxii) In this tender, either the authorised agent/dealer/services provider on behalf of principal or principal itself can bid but both cannot bid simultaneously for providing the services. In case of authorised agent/dealer/services provider, authorisation certificate must be uploaded in .pdf format for the same.
Bid of Bidders violating this condition shall be summarily rejected and no correspondence shall be entertained in this regard.
- (xxxiii) The Institute at its discretion extend the deadline for submission of bids by amending the bidding document, in which case all rights and obligations and the bids of bidders previously subject to the original deadline will thereafter be subject to the deadline extended.
- (xxxiv) If the service provider, in the judgment of the IIT (BHU) engages/involves and/or is found to be engaged/involved in any illegal, malpractice, corrupt and/or fraudulent practices in competing for and/or in executing the Contract, the IIT (BHU) may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the Contract in whole or part immediately. Necessary action will also be taken against the service provider as per law.

2. PENALTIES FOR VIOLATION OF RULES, TERMS AND CONDITIONS

The Service provider will be fined in case of violation of the following terms and conditions:

A. The Penalties or Fine can be imposed in violation of rules, terms and conditions and with regard to the discrepancy found in the quality of items, cleanliness, personal hygiene of workers, changing of the employed staff without information to the Institute, charging rates of the items not approved by the Institute, etc.

B. The service provider will be given a warning in writing initially, thereafter a fine of Rs. 2000/-, if again found defaulter fine can be increased up to Rs. 5000/- and if again found defaulter the fine will be Rs. 10000/- and after all these impositions again any complaint comes it will lead to the termination of the contract and security deposited will be forfeited.

C. The fine/penalty amount will have to be remitted there and then without any delay.

D. Non-payment of Licence fee and electricity charges within time shall be deemed to be a serious breach of the contract and may lead to termination of the contract at the discretion of the Institute. The Institute shall further have the right to disconnect the electricity connection in case the charges / bills thereof, remain unpaid for more than two months.

E. The successful bidder shall not use the premises for residential purposes or for any other purposes (including vending of any item other than those for which permission has been given). The successful bidder shall always use the premises in a prudent and careful manner as if it were his own.

3. Legal

Compliance of policy regulation viz., payment of central government minimum wages act, employers liability act, contract labour (regulation & abolition) act, the workmen compensation act, industrial dispute act, maternity benefit act, employee state insurance act, provident fund act, miscellaneous provision act and labour license of state and central government, as on the date in existence or revised/changes in the future, will be whole sole responsibility of the service provider. In this regard the service provider at all-time should indemnify IIT (BHU) against all claims and will maintain necessary books, logs, register, verification, returns, receipts, computerized database etc., mandatory as per the law and as per the government rules and make its available for inspection/verification to the concerned government officer/labour enforcement officer/regional provident fund commissioner, as and when required. Failure to comply such instructions will lead to imposition of fine by State/Government machinery and summary termination of contract and/or such other action as the Government may deem fit. A copy of all such compliances, statements, payments made to the statutory authorities etc., including registration number shall be provided to the IIT (BHU) authority for verification and record.

For all intents and purposes, the bidder shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed. The manpower deployed by the service provider for the contract job shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of IIT (BHU) during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the service provider shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in IIT (BHU). The Service provider should communicate the above to all the manpower deployed in IIT (BHU) by the service provider.

The selected agency shall also be liable for depositing all taxes, levies, Cass etc. on account of service rendered by it to IIT (BHU) to concerned tax collection authorities from time to time as per extant rules and regulations.

The selected agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same on demand to the concerned authority of IIT (BHU) or any other authority under Law. In case, the service provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof IIT (BHU) is put to any loss / obligation, monetary or otherwise, IIT (BHU) will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

The selected agency will indemnify IIT (BHU) from all legal, FINANCIAL, statutory, taxation, and associated other liabilities.

To resolve any dispute/legal issue matter will be referred to Director, IIT (BHU) or a person nominated by him. If any dispute/legal issues are not settled through arbitration, then legal jurisdiction would be Varanasi only.

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning,

operation or effect of the contract or out of or relating to the contract or breach therefore, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute. Subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

4. Damages and Losses

Upon end of contract / termination thereof, the Service provider is liable to return items handed over to it to IIT (BHU) in good working condition barring normal wear and tear. For shortage/misplacement/theft, replacement cost of the items will be recovered from the final bill or security deposit of the Service provider as the case may be.

5. Force Majeure

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 7(seven) days of the alleged beginning and ending therefore giving full particulars and satisfactory proof.

Time for performance or relative obligation suspended by the Force Majeure shall be extended by the period for which cause lasts or condoned by the Institute without any penalty. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option to authorize the contract in whole or part therefore at its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances. For the period of force majeure, no amount shall be payable to the Service Provider.

6. Termination of Contract

If the services of the service provider are not found satisfactory they will be issued a written notice for improvement by the IIT (BHU) authority. If satisfactory improvement is not found (within 2 weeks) after this notice, penalty for poor service as specified in the agreement, a final two months' notice will be issued to the service provider by the IIT (BHU) authority to terminate the contract without prejudice to any rights or privileges accusing to either party prior to such termination. During the period of notice both parties shall continue to discharge their duties and obligation.

IIT (BHU) reserves the right to terminate the contract by giving a two months' notice to the agency besides immediate termination of contract.

The Institute in any situation will not be under any obligation to pay compensation or make the payment for which services are not rendered.

In case of breach of any terms and condition of the contract, the Performance Security Deposit of the Service provider will be liable to be forfeited, beside immediate termination of contract or other lawful action that may be taken against the Service provider.

If the service provider, in the judgment of the IIT (BHU) has engaged in any illegal, malpractice, corrupt and/or fraudulent practices in competing for or in executing the Contract, the IIT (BHU) may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the Contract in whole or part. Necessary action will also be taken against the service provider as per law.

Service Level Agreement

This agreement is made at Varanasi on between the Indian Institute of Technology (Banaras Hindu University), Varanasi hereinafter to be called the First Party through its Director or his representative and M/s hereinafter to be called the Second Party (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee).

Whereas the First Party is on the lookout for a suitable party for providing photocopying, printing, binding, scanning, laminating and selling of stationery, services for its various hostels at approved rates. (As annexed)

Whereas the Second Party on the other part has quoted highest rate of license fee for providing photocopying, printing, binding, scanning, laminating and selling of stationery, services at various hostels at approved rates herein contained and agreeable to the First Party, to carry out the work to the satisfaction of the First Party on the terms and conditions approved by the First Party inclusive of all taxes, levies, duties and cess etc. duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the Bid document and whereas no interest will be claimed on the security deposits.. Both the parties hereby agree on the terms and conditions set out hereinafter before the witnesses as set forth herein.

1. PERIOD OF CONTRACT:

The contract will be for a period of 1 (one) year initially. The First Party may renew/extend the contract to such further period(s), as it may deem proper and in any case not exceeding 2 (two) years from the date of completion of initial contract of one year, having regard to the quality and manner of the Second Party's performance. However, it shall be with consent/written request by the Second Party in this regard.

In the event of the contract not being performed or carried out to the satisfaction of the First Party, the First Party will be at liberty to terminate this agreement without any notice and/or compensation in lieu thereof.

2. Documents forming the contract:

Terms and Conditions of this agreement, tender document, its corrigendum, addendum, modifications, if any, bid submitted by the Second Party, declaration by the Second Party, the rate as quoted by the Second Party, and the letter containing letter of award issued by the First Party to the Second Party shall be integral part of this contract.

3. Terms and Conditions:

Second Party shall be liable to pay to the First Party license fee as offered in the bid of Rs. as well as GST at the rate applicable from time to time on the Licence fee payable by it for use of premises of First Party for providing photocopying, printing, binding, scanning, laminating and selling of stationery, services for its various hostels at approved rates (As annexed). GST shall be payable over and above the Licence Fee and the office concerned shall for accounting purposes issue a Tax invoice/receipt with GSTIN to the Second Party in confirmation

thereof. The Second Party will have to pay electricity charges as per metre reading on actual basis. The electricity charges shall however, be subject to revision/change from time to time which shall be payable by the Second Party as aforesaid at the then prevailing rates.

The Second Party shall maintain the list of all persons engaged by it and direct to work with a proper identity card with the latest photograph and this identity card shall be issued by the Second Party, as per requirement of the First Party at the premises decided by the First Party.

The Second Party shall issue identity card, dress materials, equipments and other necessary articles needed for the entrusted work to all their persons as per the Contract Labour Regulation Act-1970 as amended from time to time and any other law of the land.

Only such of the persons of the Second Party as are previously authorized will be allowed entry at the premises of the First Party on production of identity card.

The Second Party shall withdraw forthwith the person/persons either suo-motu or as desired by the First Party, if he/they, is/are found no longer desirable to work on the premises of the First Party.

Further, adequate and necessary numbers of employees / workmen are to be deployed by the Second Party for fulfilment of their contractual obligations under this agreement. It shall be the sole responsibility of the Second Party to ensure that employees/workmen, deployed by him, fulfil the obligations undertaken by the Second Party under this agreement and the Second Party shall provide such employees/workmen at his own cost, with such equipment as may be considered necessary.

The persons deployed for work should not be involved in any police case. Police verification certificate for the persons deployed for work has to be submitted by the Second Party. A verification report in respect of all the personnel of Second Party from the concerned police station of concerned residential areas must be submitted and also list of employees with bio-data and valid Id proof issued by the Government of each employee posted to the First Party along with photo and thumb impression must be handed over to the designated officer of IIT (BHU). Any change must be informed immediately.

The Second Party shall maintain all records and registers concerning attendance and wages of persons engaged by him as required by the various labour legislations in force from time to time and also ensure that they complies with their requirements in this regard.

The Second Party shall carry out supervision/overseeing of persons deployed in the First Party premises. The First Party shall not have any direct control over them. The First Party will have the right and discretion to ensure that works are carried out as per the contract and complete satisfaction of the First Party.

The Second Party will ensure that these workers remain confined only to the assigned jobs and they should not involve or interfere in any other activities of the First Party.

The Second Party will ensure that persons deployed by the Second Party, who have to perform the work, shall not join any union or interfere with internal working of the establishments of the First Party.

The Second Party will ensure monitoring and verification of daily attendance of the workers deployed by the Second Party at the premises of the First Party. The duty hours of the persons deployed shall be as desired by the First Party.

The workers will be allowed for working rest of one day on continuous duty of 6 working days as per the provisions of the Contract Labour (Regulation & Abolition) Act-1970 as amended from time to time.

The personnel deployed by the Second party at the premises of the First Party shall not have claim to become employees of the First Party and there will be no Employee and Employer relationship between the personnel engaged by the Second Party for deployment and the First Party.

4. PAYMENT OF WAGES

The payment of wages to the workers engaged by the Second Party for the assigned work shall be the sole responsibility of the Second Party in consideration of the work performed as per the agreement.

The payment of wages/allowances/ remuneration and other benefits admissible to persons employed by the Second Party for the job shall be the sole responsibility of the Second Party as their employer under law. The minimum wages payable to the workers deployed by the firm will be as per wages revised from time to time by the Ministry of Labour, Government of India.

The Second Party shall be responsible for the compliance with regard to minimum wages, ESI, PF, Workmen Compensation Act etc. and for payment for any liability (ies) under such acts, and any other law of the land. The Second Party shall indemnify the First Party against any liability towards non-compliance of any of the statutory obligations required to be fulfilled while operating such service in the premises of the First Party.

Workers engaged will be paid wages as per “Minimum Wages Act 1948” applicable to the Central Government establishments. The Second Party shall be responsible for payment of revised rates from time to time on revision of minimum wages by the Govt. of India. Any liability arising on account of delay in the same will lie on the Second Party.

5. COMPLIANCE OF LAWS OF LAND:

The Second Party shall be solely responsible for compliance of the various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to the personnel deployed by it at premises of the First Party or for any accident caused to them and the FIRST PARTY shall not be liable to bear any expense in this regard. The SECOND PARTY shall make payment of wages to workers engaged by it. The SECOND PARTY shall also be responsible for the insurance of its personnel. The SECOND PARTY shall specifically ensure compliance of various Laws / Acts in force, including but not limited to with the following and their re-enactments / amendments / modifications:-

- (a) The Payment of Wages Act 1936
- (b) The Employees Provident Fund Act, 1952
- (c) The Contract Labour (Regulation) Act, 1970
- (d) The Payment of Bonus Act, 1965

- (e) The Payment of Gratuity Act, 1972
- (f) The Employees State Insurance Act, 1948
- (g) The Employment of Children Act, 1938
- (h) The Motor Vehicle Act, 1988
- (i) Minimum Wages Act, 1948
- (j) The Industrial Disputes Act 1947
- (k) The Industrial Employment (Standing Orders) Act 1946
- (l) Pollution Control and Environment Protection Laws in force from time to time.

The Second Party shall obtain a license from the Labour Department of the Govt. of India of the region under the Contract Labour (Regulation & Abolition) Act-1970 and shall also have a separate ESI, EPF, Code number and shall be responsible to cover all their employees under ESI and EPF Acts.

The Second Party shall be legally liable and responsible for any contravention of any legal requirement and consequent liability with regard to persons deployed by him in connection with the work assigned to him by the First Party.

In the event of the contract not being performed or carried out to the satisfaction of the First Party, the First Party will be at liberty to terminate this agreement without any notice and/or compensation in lieu thereof.

6. PERFORMANCE SECURITY:

The Second Party will have to deposit a security of Rs. 6,00,000=00 Lakh (Rs. Six Lakh Only) in the form of F.D.R./Bank Guarantee in favour of “Registrar, IIT (BHU)”, Varanasi. The performance security shall be released only after 60 days of completion of the all contractual obligations and if there is no dues/penalty recoverable from the Second Party. The amount shall be interest free in the form of security deposit for due and complete performance of the terms & conditions of this license. The said performance bank guarantee shall be valid for the period of license under the agreement. This security money will be refunded after 60 days of expiry of contract or its termination. The First Party shall be entitled to adjust any claim/ penalty/ due amount from the said security deposit.

7. Other Terms and Conditions:

(i) Second Party shall be liable to pay to the First Party license fee as offered in the bid of Rs. _____ as well as GST at the rate applicable from time to time on the Licence fee payable by it. GST shall be payable over and above the Licence Fee and the office concerned shall for accounting purposes issue a Tax invoice/receipt with GSTIN to the Second Party in confirmation thereof. The Second Party will have to pay electricity charges as per metre reading on actual basis. The electricity charges shall however, be subject to revision/change from time to time which shall be payable by the Second Party as aforesaid at the then prevailing rates.

(ii) This contract does not bind the First Party to prevent use of similar services from any

other service provider. Un-interrupted quality services in terms of clarity and sharpness of the photocopies and printing done by the Second Party as well as courteous and prompt response is essence of this agreement.

(iii) Second Party has to bear all cost, by whatever nomenclature it is called, related to maintenance and operation of photocopy as well as other machines to be installed in various hostel for providing service and sale of other stationery related items as per approved list.

(iv) Second Party shall take and provide all safety measures and will be responsible for all mishaps/mischief etc. and shall indemnify the First Party against any risk arising out of the same. The Second Party or its employees will not, at any time cause or permit to cause any nuisance at the premises licensed or do anything which shall cause disturbance to the First Party. The Second Party shall cater for a suitable power backup facility to ensure continuous uninterrupted service.

(v) Any complaint about the quality/reception of services lodged with Authorized person of the First Party will be rectified immediately within 04 hours of lodging of complaint. The quality and performance of service rendered has to be satisfactory and regular.

(vi) Second Party must have to follow all guidelines and/or norms of Uttar Pradesh Government, Central Government and statutory body (ies) as amended from time to time for providing photocopying, printing, binding, scanning, laminating and selling of stationery, services during the period of contract.

(vii) The Second Party is required to obtain all local licenses for providing photocopying, printing, binding, scanning, laminating and selling of stationery, services as per the requirement of statutory law in force as amended from time to time.

(viii) The Second Party shall indemnify the First Party against any liability towards non-compliance of any of the statutory obligations required to be fulfilled while operating such service in the premises of the First Party.

(ix) The Second Party shall disburse wages to staff deployed for providing photocopying, printing, binding, scanning, laminating and selling of stationery, services as per the prevalent wage rate besides fulfilling all other obligations such as PF, ESI, EPF, Income Tax etc. It is the responsibility of the Second Party to ensure security of movable and immovable property of the First Party handed over against theft and/or damage.

(x) The First Party shall not take any responsibility for credit sales to students or any loss caused to the Second Party due to pilferage or whatsoever.

(xi) The First Party shall reserve the right to change any terms and conditions for providing photocopying, printing, binding, scanning, laminating and selling of stationery, services as and when required.

(xii) In the event of delay in deposit of monthly licence fee, electricity charge in First Party's account, interest will be charged @ 2% per month on unpaid amount.

(xiii) Subletting of the contract is strictly prohibited.

(xiv) The photocopying machines must have latest configuration and must not be older than one year.

(xv) The students will have the right to procure stationery items and use services of photocopies, printing, binding and other similar services from open market also. The First Party does not undertake any guarantee that all of the Students will be using the services of the Second Party. For the students who are not willing to pay in cash, the Second Party shall facilitate with swipe payment machine and shall also provide in the outlet the UPI based payment system. The Second Party shall further display its VPA (virtual payment address) or Q-Code on the display board to enable the students makes the payments via UPI App (BHIM or equivalent).

(xvi) The Second Party shall be absolutely liable for payment of GST on items sold at the service point. The First Party shall have no liability, whatsoever, in this regard and shall be deemed to be immune and indemnified in all respects. The Second Party shall further be liable to pay to the First Party GST at the rate applicable from time to time on the Licence fee payable by it. GST shall be payable over and above the Licence Fee and the Office concerned shall for accounting purposes issue a Tax invoice/receipt with GSTIN to the Second Party in confirmation thereof.

(xvii) The Second Party shall also be liable to pay all other taxes, levies and other legal payables that may be applied by the Government, local authorities and other competent forums from time to time.

(xviii) The Second Party shall not make any addition or alteration to the building or tamper with the fittings or electrical installations therein, nor make any unauthorized constructions or extension to the electricity or water supply lines, without the specific written permission of the Licensor in this behalf. The Second Party is bound to maintain cleanliness conditions in and around the hostels at his own cost. No staff member of the First Party will be engaged for the purpose. The garbage (Kachra) generated by the Services will be disposed of by the Second Party out of the premises. No garbage should be disposed or spread outside the hostels by the employees of the Second Party which could cause health hazard for the students.

(xix) After the expiry of the contract period or termination of the license, the Second Party shall wind up its business and vacate the entire premises. In case he fails to vacate the premises the First Party reserves the right to remove his items at the Second Party's risk and cost.

(xx) In case any damage is caused to the property or products of the First Party by the persons engaged by the Second Party under this contract or if any instance of theft takes place owing to the involvement of the persons or otherwise, the Second Party shall reimburse the cost of such damage to the First Party accordingly.

(xxi) The Second Party shall obtain proper license as required under the law and will be responsible for any violation of rules and regulations governing the same. Soon after, the job is completed, the Second Party shall take all the persons deployed by him from the premises of the First Party.

(xxii) The Second Party shall be bound to provide full support and help in extinguishing any fire that breaks out anywhere in deployment area. In case, if it is due to mishandling or any other reasons by any person deployed by Second Party, the full damage will be recovered from the Second Party. First Party being an Educational Institution, the Second Party will not allow or permit his employees to participate in any trade union activities or agitation in the premises of the owner.

(xxiii) All personnel/employees/workmen employed by Second Party shall be in the age group of 18 – 50 with good health and sound mind. The personnel/employees/workmen of Second Party shall be liable to security screening by the Security Staff deployed by First Party.

(xxiv) Second Party shall appoint fully qualified and competent workers as per the requirement and eligibility mentioned in the tender document, to ensure that the services rendered by them are the best.

(xxv) The employees employed by Second Party shall always be under the direct and exclusive control and supervision of Second Party and Second Party may transfer its employees / workmen and in accordance with their needs in consultation with the First Party. Adequate and

necessary numbers of employees / workmen are deployed by Second Party for fulfilment of their contractual obligations under this agreement. It shall be the sole responsibility of the Second Party to ensure that employees/workmen, deployed by it, fulfil the obligations undertaken by the Second Party under this agreement and the Second Party shall provide such employees/workmen at its own cost, with such equipment as may be considered necessary.

(xxvi) The Second Party shall furnish the following documents in respect of its employee who will be deployed to various hostels as mentioned in Section IV before the commencement of work:

- a. List of Manpower short listed by Second Party for deployment at various hostels containing following details i.e. date of birth, marital status, address etc.
- b. Bio-data of the persons with passport size photograph
- c. Character certificate
- d. Certificate of verification of antecedents of persons by local police authority.

Their deployment will be only after the clearance from the security unit of First Party.

(xxvii) Any theft or damage caused due to negligence of Second Party shall be borne by Second Party. Appropriate amount of penalty after due consideration and hearing will be imposed by First Party through an officer nominated by it, and the same will be deducted from the monthly bill of Second Party.

(xxviii) The services will be provided on all days of the year from 08:00 Hrs. to 21:00 Hrs. with sufficient number of manpower required to run the operation. Leaves of the contract employees of Second Party should be strictly as per the statutory norms. Any unauthorized leave availed would be subject to penalty to Second Party. No Accommodation for workmen shall be provided by the First Party. Second Party shall have to make his own arrangement for the lodging and boarding for their workmen.

Second Party or his representative will not allow any unauthorized person including company officials to stay in the hostels of First Party. If at any time or during surprise check it is found that any unauthorized person is staying in the hostels, Second Party will be directly responsible and a financial penalty of Rs.10,000/- per day will be imposed on Second Party and the same will be recorded in the register.

First Party will not be responsible for any injury, accident, disability, or loss of life to employees of Second Party or to any of its personal that may take place while on daily or conservancy duties. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of Second Party. Second Party has to make its own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personal engaged by it under their pay roll and submit a proof to this effect.

Compliance of policy regulation viz., payment of central government minimum wages act, employers liability act, contract labour (regulation & abolition) act, the workmen compensation act, industrial dispute act, maternity benefit act, employee state insurance act, provident fund act, miscellaneous provision act and labour license of state and central government, as on the date in existence or revised/changes in the future, will be whole sole responsibility of Second Party. In this regard Second Party at all-time should indemnify First Party against all claims and will maintain necessary books, logs, register, verification, returns, receipts, computerized database etc., mandatory as per the law and as per the government rules and make its available for inspection/verification to the concerned government officer/labour enforcement officer/regional provident fund commissioner, as and when required. Failure to comply such instructions will lead to imposition of fine by State/Government machinery and summary termination of contract and/or such other action as the Government may deem fit. A copy of all such compliances, statements, payments made to the statutory authorities etc., including registration number shall be provided to the First Party authority for verification and record.

The Second Party shall be solely responsible for the redressal of grievances of the persons employed. First Party shall in no way be responsible for settlement of such issue.

First Party shall not be responsible for any damages, losses, FINANCIAL or other injury claims to any person deployed by Second Party in the course of their performing the functions/duties, or for payment towards any compensation.

The manpower deployed by Second Party for the contract job shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of First Party during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by Second Party shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in First Party. Second Party should communicate the above to all the manpower deployed in the premise of First Party by Second Party.

In case, the Second Party fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof First Party is put to any loss / obligation, monetary or otherwise, First Party will be entitled to get itself reimbursed out of the Performance Security Deposit of the Second Party, to the extent of the loss or obligation in monetary terms.

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach therefore, shall be referred to a Sole Arbitrator to be appointed by the Director of First Party at the time of the dispute.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitrator at the time of invocation of arbitration under the clause. It is a terms of the contract that cost of an arbitration shall be borne by the parties them self. The venue of arbitration, if any, shall be at Varanasi. Subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

All correspondence pertaining to this contract shall be addressed to the authorized representative of the First Party.

All the litigations will be subject to the jurisdiction of courts at Varanasi.

The NIT (notice inviting tender), Bid documents (Technical and Financial), Schedule of requirement, Scope of work for providing photocopying, printing, binding, scanning, laminating and selling of stationery, services, General Conditions of Contract, approved rates and such other additional particulars, instructions, as may be found requisite to be given during execution of the service shall be deemed to be included in the expression "The Agreement". All the documents including online bid submitted during the process of tendering by the Second Party which has been duly accepted by the First Party and the Tender Document issued by the First Party for the purpose shall be presumed to form the part of the Agreement.

M/s

**for and on behalf of
Indian Institute of Technology
(Banaras Hindu University) Varanasi**

**Second Party
(Service Provider)**

First Party

(a) Signature

(a) Signature

(b) Name

(b) Name

(c) Address

(c) Address

1. Witness

1. Witness

(a) Signature

(a) Signature

(b) Name

(b) Name

(c) Address

(c) Address

2. Witness

2. Witness

(a) Signature

(a) Signature

(b) Name

(b) Name

(c) Address

(c) Address

Documents to be uploaded under Technical as well as Financial Bids are summarised below:

Cover 1 (Following documents to be provided as .pdf file)			
S.No.	Document	Content	File Types
1.	Technical Bid	Completely filled in and duly signed Technical Bid Proforma as provided in tender document	.pdf
2.		Organization Declaration Sheet, Compliance sheets for Essential Criteria	.pdf
3.		Tender Acceptance	.pdf
4.		All other supporting documents as required in Technical Bid as per tender document	.pdf
5.		EMD and Tender fee submission proof	.pdf
6.		Other Documents, as required by tender	.pdf
7.	Financial Bid	Completely filled in BOQ	Both in .xls and Signed .pdf

Approved Price list of services:

Services	Price (one side) per occasion (A4)		Price (both side) per occasion (A4)	
	Below 20 pages	Above 20 pages	Below 20 pages	Above 20 pages
Printing (Colour)	Rs. 5	Rs. 4	Rs. 10	Rs. 8
Printing (B&W)	Rs. 0.5	Rs. 0.5	Rs. 1	Rs. 1
Photocopy (B&W)	Rs. 0.5	Rs. 0.5	Rs. 1	Rs. 1
Scanning	Rs. 3 per side			
Lamination	Soft Rs. 8 , Hard Rs. 15			
Spiral Binding	Rs. 15 (up to 200 pages) Rs. 20 (201 pages onwards)			
Soft/Paperback Binding	Rs. 10 (up to 300 pages) Rs. 15 (301 pages onwards)			
Hard Binding	Rs. 40			
Thesis (Printing and Hard Binding)	Rs. 8 per side (Colour) Rs. 4 per side (B&W)			

Note: The Institute reserves the right to revise and/or modify approved rate list at any time and the decision of the Institute shall be final and binding to successful bidder.

Approved Stationery Items list:

- All type of pens
- Pencil
- Eraser
- Pen Eraser
- Sharpener
- Practical book / Lab file
- ED Drawing Sheets
- Chart Papers
- All type of files and folders
- Notebooks
- Registers
- Spiral Notebooks
- Mechanical Pencils
- Marker Pens
- Sketch Pens and other colours
- File Covers
- Envelopes
- Gems Clips
- Pin Paper
- Punching Machine
- Glue Sticks, Glue Bottles
- Stapler, Stapler pins
- Adhesive Tapes
- Calculators
- Pen Drives
- A4 papers
- ED Drafters
- ED sheet Case
- Geometry Box
- Graph Papers
- CDs

Note: The Institute reserves the right to revise and/or modify approved stationery items list at any time and the decision of the Institute shall be final and binding to successful bidder.

FORMAT OF BANK GUARANTEE FORM

1. This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, authorized by RBI to issue a Bank Guarantee.
2. This bank guarantee should be furnished on stamp paper of Rs. 100/-
3. The stamp paper should have been purchased in the Name of the Bank executing the Guarantee.

DATE:

BANK GUARANTEE NO:

Ref.: _____

To
Indian Institute of Technology
(Banaras Hindu University)
Varanasi-221005

Dear Sirs,

In accordance with your 'Invitation to Bid' under your Tender No:

_____ M/s:

_____ herein after called the Contractor,
 with the following Directors on their Board of Directors / partners of the firm.

1. _____ 2. _____
 3. _____ 4. _____

Agrees for the contract:

As an irrevocable Bank Guarantee for an amount of

Rs. _____ (in words and figures) valid for
 _____ days from _____ is required to be

submitted by the Contractor/Supplier which amount is liable to be forfeited by IIT (BHU),
 Varanasi in the event of 1) the withdrawal or revision of the offer by the Bidder as a condition
 within the validity period. (2) non-acceptance of the Letter of Intent /Award of

Contract by the bidder when issued within the validity period. (3) failure to furnish the valid
 contract performance guarantee by the bidder within one month from the receipt of the award of
 Contract and (4) on the happening of any contingencies mentioned in the bid documents such as

_____.

We, the _____ Bank

at _____

having our Head office at _____ (Local address)

Guarantee and undertake to pay immediately on first demand by IIT (BHU) the amount

of _____ (in figure
 and words) without any reservation, protest, demur and recourse. Any such demand made by IIT

(BHU) shall be conclusive and binding on the Bank irrespective of any dispute or difference.

The guarantee shall be irrevocable and shall remain valid up to _____

(This date should be 6 months after execution of the order). If any further extension of this

guarantee is required the same shall be extended to such required period (not exceeding one year)
 on receiving instruction from

M/s. _____ on whose behalf this

guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand and stamp on this _____ day of _____ at

_____ witness _____.

WITNESS

(Signature).....

Name in (Block letters)

Designation

(Staff Code No.)

(Bank's common Seal)

Official address:

Attorney as per power of Attorney No.

Date: