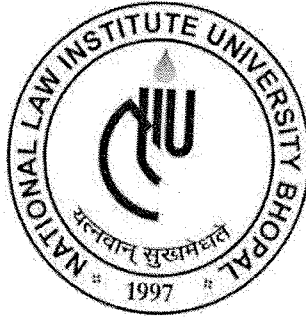


**NATIONAL LAW INSTITUTE UNIVERSITY,
BHOPAL
KERWA DAM ROAD BHOPAL - 462044.**

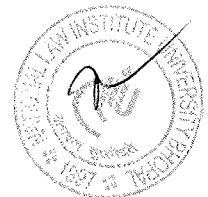


**NOTICE INVITING TENDER (NIT)
FOR
PHOTOCOPYING, PRINTING, BINDING AND
LAMINATION SERVICES
AT NLIU BHOPAL**

Tender Document can be downloaded from following website:
<http://www.nliu.ac.in> or mptenders.gov.in

Address To:

**The Registrar
National Law Institute University
Kerwa Dam Road, Bhopal -
462044
(MP)**



Tender No: 01-JAN/2023/NLIUB

Notice Inviting Tender

Notice Inviting Tender (NIT) for Photocopying, Printing, Binding and Lamination Services

National Law Institute University Bhopal invites online tenders for Photocopying, Printing, Binding and Lamination Services. Interested Agencies meeting the eligibility criteria as per Tender document may submit their Bids complete in all respect.

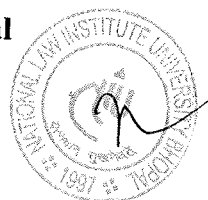
The Important information related to tender are as follows:

TENDER SCHEDULE:

Date of Issue/Publishing	10.01.2023
Start date and time of submission of Bid	13.01.2023; 09:00 AM
Last Date and Time for Submissions of Bids	27.01.2023 upto 05.00 PM
Pre-Bid	12.01.2023 at 10:00 AM
Date and Time of Opening of Bid	28.01.2023
Cost of Tender Document / Registration Fee	Rs. 5,000/- Non-refundable
EMD	Rs. 40,000/- (Rupees Forty Thousand Only)
Performance Security	5 % of Total Estimated Contract Value
Location of the Service	National Law Institute University, Kema Dam Road, Bhopal - 462044

Note: The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders from the tender exercise.

**Registrar
NLIU, Bhopal**



1. SCOPE OF WORK:

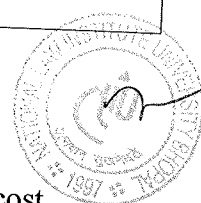
Name of Service: Photocopying, Printing, Binding and Lamination Services including Photocopier Machine and Printer and Manpower.

The Bidder is required to provide colour and black & white photocopying (A3, A4 size), spiral/comb binding and lamination services as and when required by the Institute as per the following:

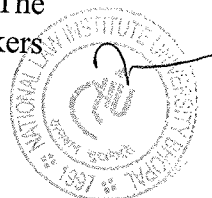
Sr. No.	Name of Service	Particular	
1	Photocopying The paper should be 75 GSM of JK Copier (Red, Green) or equivalent.	A4 Size Paper (Single Side)	Black
			Colour
		A4 Size Paper (Back to Back duplex)	Black
			Colour
		A3 Size Paper (Single Side)	Black
			Colour
2	Spiral Binding / Comb Binding with OHP Sheets (Front & Back) of 175 microns	A3 Size Paper (Back to Back duplex)	Black
			Colour
		Book containing 1 to 50 pages	
		Book containing 51 to 100 pages	
		Book containing 101 to 150 pages	
		Book containing 151 to 200 pages	
3	Book Binding Saddle Stitched (Center Stapled)/ Soft Cover/ Hard Cover (Case Binding)	Book containing 201 to 250 pages	
		Book containing 251 to 300 pages	
		Book containing 1 to 50 pages	
		Book containing 51 to 100 pages	
		Book containing 101 to 150 pages	
		Book containing 151 to 200 pages	
4.	Lamination	Book containing 201 to 250 pages	
		Book containing 251 to 300 pages	
		1/6th size	
		A4 Size	
		A3 Size	
		Fullscrap Size	
		Visiting Card or Identity Card Size	

No. of Photocopies: Approx. 10 Lakh per Annum.

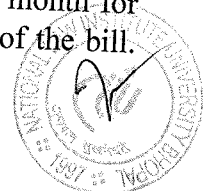
- (i) Contractor shall also provide facility of Scanning and Scan to Mail to NLIU free of cost, if required.



- (ii) Contractor is required to install two good quality / heavy duty Digital Photocopier Machine and Printer of approved models of reputed brands (Toshiba, Ricoh, Xerox, Minolta, Konica Gestener or similar) with minimum speed of 70-80 (Seventy to Eighty) copies per minute with self-setting options, at NLIU premises to meet day to day requirement of photocopying.
- (iii) The Photocopier and Printer should be of reputed brand/make and has to be covered under AMC all the time. The make, type, model of machine to be used by the Contractor must be mentioned in the technical bid as per **Annexure-IX**.
- (iv) Machines should be brand new. The copy of invoice of machines should be provided to NLIU by the successful bidder. The service centre for the offered machine should be located in city. **(Documentary proof to be attached)**
- (v) Photocopier Machine should be compatible with Local Area Network (LAN) and shall have one USB port/LAN Port for connection/ removable storage device.
- (vi) Depending on our requirements, the number of machines may be increased/decreased during the tenure of contract, in case of additional requirement, which should be provided by the Bidder at the same cost.
- (vii) The speed of Digital Photocopier Machine and Printer should be minimum 70-80 copies per minute (c.p.m.) with self-setting options.
- (viii) The specification of paper to be used for photocopying / printing shall be of at least 75 GSM of J.K. Paper / TNPL / Blitz Matrix Xerox brands. However, NLIU shall approve one or two other equivalent brands of 75 GSM paper. Upon approval the Bidder shall have the right to use any of the approved paper.
- (ix) Photocopying Machine is required to be installed at the cost of Contractor.
- (x) Quality of printing and photocopy has to be ensured and maintained by the Contractor.
- (xi) Contractor will be responsible for arranging all equipment, periodic service and maintenance of photocopying machine to ensure high standard of consistent quality.
- (xii) Contractor will maintain a stock control system and provide all relevant supplies including paper, stapler pins, toner and all consumables necessary to run the Photocopier Machine and Printer/ equipment without any hindrance.
- (xiii) Contractor shall provide adequate competent full-time staff who will be responsible on site for all aspects of running and managing the facility.
- (xiv) The Operator shall be literate and should be within the age group of 20 to 60 years. The contractor shall be fully responsible for the work allotted to him and he or his workers shall not indulge in any other activities than doing specified job allotted to them.



- (xv) Contractor will provide substitute fully trained staff whenever the regular operator is on leave due to absenteeism or sickness. Any such replacement will be fully conversant with the operation of the Photocopier Machine and Printer/equipment and all relevant procedure. The cost of providing such replacement will be borne by Contractor.
- (xvi) All equipment and staff utilized in this service will be totally dedicated for exclusive use of NLIU and no outside work will be undertaken.
- (xvii) The operating hours shall be from 10:00 am to 06:00 pm on all working days of the institute, and also on holidays (if required). However, the timing may be change as per requirement of Institute. The working days of the week may be seven days, Monday through Sunday. In case of any additional and emergency work when the machine(s) need to be operated beyond the normal working hours or holidays, the Contractor will have to provide such services at no extra cost.
- (xviii) NLIU will provide suitable space to install the machine and to keep material such as paper and ink etc. along with supply of 16 Amps / 240 volts electricity supply.
- (xix) In case of machine break down or any technical fault in machine, Contractor will provide immediate backup machine so that the down time is minimized to less than 4 hours and work of NLIU is not held up.
- (xx) In case of URGENT need in compelling situation, Photocopy Work, Spiral Binding and Lamination Work which could not be done due to any Technical Fault in Machine or due to non-availability of Operator/Any Machine on any working day. The NLIU has right to get the work done through some other agency, the cost thus incurred shall be recovered from payment due or shall be adjusted against bill submitted by Agency/Contractor.
- (xxi) If the user department would like to have photocopy only in one page material of two pages of the text to be photocopied, it would have to be done accordingly.
- (xxii) The Contractor will also arrange for the photocopy for the documents which are in odd size and not covered under this agreement, however, the rates for that will be certified by Head of concerning department and bills will be paid accordingly.
- (xxiii) Security of all documents will be protected and under no circumstance's papers given for photocopy or copies thereof shall be taken out of the premises or given to persons not authorized by NLIU.
- (xxiv) The Contractor shall be responsible for proper maintenance of all registers, records of prescribed format, prescribed by NLIU.
- (xxv) Contractor will be responsible for submitting periodic reports giving detailed, break up of complete job.
- (xxvi) Contractor shall raise bill on monthly basis and submit the same succeeding month for payment. NLIU will normally settle the bill within 30 days from the receipt of the bill.



However, for delayed payment, the Contractor will not charge any penalty or interest to NLIU.

(xxvii) Contractor is required to submit rates (per copy basis) for different services in the financial bid document. The rates will be inclusive of operator wage (employed by Contractor) and all the consumables required for photocopying.

(xxviii) In the event of change of office to new location service provider need to accept the change of office to new location without any additional cost to NLIU.

2. ELIGIBILITY CRITERIA:

- (i) The bidder should have Trade License issued by the appropriate Authority to carry out the similar business of Photocopying, Printing, Binding and Lamination Services.
- (ii) The bidder must have registered shop / office at Bhopal, which must be in operational condition - **Copy of Registration of Shop and Establishment must be submitted with the Technical Bid.**
- (iii) The Agency should have **PAN Number and GST Registration.**
- (iv) The bidder **should have branch / registered office / shop / operational support Centre at Bhopal.**
- (v) Average Annual turnover minimum 20 lakh per annum during the last three financial year, i.e., FY, 2019-20, 2020-21, and 2021-22 The agency should also attach a copy of profit loss statement/balance sheet/ income tax return of last three financial years ended on 31 March 2022 i.e. FY 2019-20, 2020-21 and 2021-22 **certified by a Chartered accountant.**
- (vi) Minimum 3 (Three) years' experience of similar work with experience of work undertaken for Government institute [organization, Autonomous Bodies, PSU, Large/Reputed Private Sector institute /organization and Educational Institutes like NLU's, IITs etc. **(Enclose copies of work orders along with performance Certificates).**
- (vii) The bidder should have at least one similar work experience (Photocopying, Printing, Binding and Lamination Services) in a Govt./State Govt/Govt. Autonomous Institute /large reputed institution / organisation. PO/WO/Agreement/Experience Certificate/**Performance certificate from the clients is to be submitted.**
- (viii) The bidder must have at least in. **(as of proof of above should an essential enclosure in the technical bid).**
 - a. Three similar works for the amount of Rs. 5,00,000/- OR
 - b. Two similar works for the amount of Rs. 6,00,000/- OR
 - c. One similar work for the amount of Rs. 10,00,000/-
- (ix) The bidder should have not been debarred/black listed/should have not been terminated (ceased without completing the entire duration of contract period by any Central/State



Govt. Department, Public Sector Undertaking, Autonomous Bodies, Academic Institutions, CFTIs etc. during past five years from the last date of submission of bids.

3. TENDER PREPROCESSING FEE & EARNEST MONEY DEPOSIT (EMD)

- (i) The Bidder should submit Tender Processing Fee of Rs. 5,000 /- (Rupees Five Thousand only) — Non-Refundable / Not-Exempted and Earnest Money Deposit (EMD) of Rs. 40,000 /- (Rupees Forty Thousand only).
- (ii) The Technical Bid without Tender Processing Fee & EMD would be considered as UNRESPONSIVE and will not be accepted. NSIC / MSME registered bidders must submit copy of valid NSIC / MSME Registration Certificate for exemption of EMD only.
- (iii) The Tender Processing Fee and EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidders on the amount of the EMD.
- (iv) The public sector companies will not be exempted from submitting EMD until and unless they submit document pertaining to directives of Government of India in this regard of the Tender.

4. Refund of EMD:

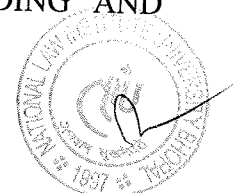
The EMD will be refunded without any interest to the unsuccessful Bidders only after the Tenders are finalized.

5. SUBMISSION OF BID

- (i) Both the bids (Technical and Financial) duly signed Authorised Signatory should be submitted in two separate sealed envelopes as described below:
 - a. **Envelope 1:** containing Tender Cost/EMD
 - b. **Envelope 2:** containing the Technical Bid in Annexure-I duly completed in all respects along with all relevant documents.
 - c. **Envelope 3:** containing the Financial Bid.

The Envelopes should be super-scribed in bold letters with the statements:

- Tender Cost/EMD
- 'TECHNICAL BID FOR PHOTOCOPYING, PRINTING, BINDING AND LAMINATION SERVICES.' with Reference No. of Tender.
- 'FINANCIAL BID FOR PHOTOCOPYING, PRINTING, BINDING AND LAMINATION SERVICES.' with Reference No. of Tender.



Finally, the above-mentioned envelopes should be kept in a single sealed cover/envelop super-scribed in bold letters with the statements - 'TENDER FOR PHOTOCOPYING, PRINTING, BINDING AND LAMINATION SERVICES' with Reference No. of Tender and to be submitted at:

**Registrar,
National Law Institute University Bhopal Kerwa Dam Road,
Bhopal - 462044.**

- (ii) Bids must reach on or before the closing time and date as indicated in the beginning of this document. Any bid received after closing date/time shall not be considered.
- (iii) Bids received by REGISTERED POST/SPEED POST/COURIER/BY HAND (dropped in the Box entitled 'Purchase Section' kept in Admin Office of the Institute) will only be accepted. Bids received by any other mode like FAX, EMAIL etc. will not be accepted. NLIU will not be responsible for any postal delay.
- (iv) Bids not submitted, as per the above Performa will be summarily rejected.
- (v) Bidder should number the pages submitted in form of Technical Bid and provide an index indicating the page number of each document submitted. The index should be placed on the top of the Technical Bid.
- (vi) The Technical Bid should be accompanied, by the relevant documents and as per sequence mentioned in **Annexure-I** duly signed and stamped by Authorised Signatory on each page of Technical Bid and relevant documents, without which the tender will be considered incomplete and hence, summarily rejected.
- (vii) The Technical Bid should be accompanied by a copy of this Tender Document with each page duly signed by the authorized signatory of the bidders, who has signed the bid/ as taken of having read, understood and complied with tender, the terms, and conditions contained herein. Bids not accompanied by a duly signed copy of the Tender Document will not be considered.
- (viii) The bid should be precise, complete and in the prescribed format as per the requirement of the tender document. Failure to furnish all information required through the bidding document 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 the bid.
- (ix) Tender forms containing 'over written' or 'erased' rate or rates and amount not shown in figures and words in English are liable to rejection.
- (x) The bid should be clear and without any condition. Conditional bids shall be summarily rejected.
- (xi) The bidders should quote their rates in the prescribed format. The Bidder shall not tamper/modify Financial Bid Format in any manner. In case, if the same is found to be



is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.

- (xii) Taxes/ GST, if any, should be indicated separately in the Financial Bid.
- (xiii) The Financial Bids of only those firms qualifying the technical evaluation will be considered.
- (xiv) The Bidder shall not tamper/modify Financial Bid Format in any manner. In case, if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.
- (xv) The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.
- (xvi) **Bid Validity:** The bids shall remain valid for a period of **120 days** from the last date of submission of proposal. In case the Bidder withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The Bidder should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.
- (xvii) In case the Bidder withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The Bidder should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.
- (xviii) In exceptional circumstances, the NLIU may request the bidders's consent for an extension of the period of bid validity. A bidder may however be at liberty to refuse the request without risking forfeiture of his earnest money. A bidder agreeing to extend the validity of bid will not be allowed to modify his bid.
- (xix) Any change/corrigendum/extension of closing/ opening dates in respect of this tender shall be issued through website only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit NLIU website for updates.
- (xx) Application of Tender as submitted by a bidder shall become the property of NLIU and NLIU shall have no obligation to return the same to the bidder.
- (xxi) The application for tender does not entitle any bidder for automatic grant of award.
- (xxii) In case the day of opening of tender is declared as a Public Holiday or there is nonfunctioning of the Institute due to any unavoidable reason, the next working day will be treated as a day for the purpose. No separate intimation will be given.

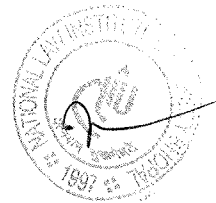
List of documents to be submitted with the application (as applicable):

- a. Technical Bid as per **Annexure-I**.



- b. Tender Processing Fee and EMD.
- c. Tender Acceptance Letter as per **Annexure-II**.
- d. Brief profile of the Agency as per **Annexure-III**.
- e. Copy of valid Trade License issued by the appropriate Authority to carry out the similar business of Photocopying, Printing, Binding and Lamination Services.
- f. Copy of Permanent Account Number (PAN) in the name of the firm, if not proprietorship firm.
- g. Copy of GST Registration Certificate.
- h. Valid document in support of Registered/ Branch office at Bhopal.
- i. Copy of profit loss statement/ balance sheet/ income tax return of last three financial years ended on 31 March 2022 i.e. FY 2019-20, 2020-21 and 2021-22 Certified by Chartered Accountant (CA). Minimum average Annual turnover Rs.25 lakh per annum during the last three financial years i.e FY 2019-20, 2020-21 and 2021-22.
- j. Details of work experience (as per **Annexure-IV**) in support of Experience related eligibility criteria. (Minimum 3 years' experience of similar work and at least one similar work experience of Photocopying, Printing, Binding and Lamination Services in a Government institute /organization, Autonomous Bodies, PSU, Large/Reputed Private Sector institute /organization and Educational Institutes like NLUs, IITs etc. Letter of award of contract / work order along with Satisfactory completion certificate / performance certificate in this regard issued from Government institute /organization, Autonomous Bodies, PSU, Large Private Sector institute /organization and Educational Institutes like NLUs, IITs etc must also be attached along with **Annexure-IV**).
- k. Self-Declaration about Non-Black Listing as per **Annexure-V**.
- l. Duly signed and stamped of the entire bid document along with its addendum/ corrigendum, if any.
- m. All other documents, as required in terms of the tender, to claim eligibility.
- n.

Note: Institute may ask the vendor to submit any other certificate/document as it may deem fit.

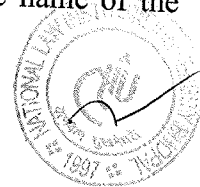


6. BID OPENING & EVALUATION

- (i) Bids will be opened as per schedule in presence of the Bidders.
- (ii) **The Technical bid** will be first opened and evaluated. In the primary screening, technical bid of only those who satisfy the eligibility criteria will be evaluated.
- (iii) **The Financial bid** of only those bidders whose technical bid is found to be technically responsive by the Committee will be opened. The Financial bids of ineligible bidders will not be opened.
- (iv) **Selection of successful bidder:** After evaluation of bids, the bidder who is technically qualified as well as quotes the lowest rate shall be declared as the successful bidder (L1).

In the event of receiving more than one financial bid quoting the same rate, the final selection of successful bidder shall be made in the following manner.

- (v) The one with the highest turnover during the last 3 years put together.
- (vi) If more than one bid having the same total turnover, then by "Draw of Lots".
- (vii) The successful bidder will be the Bidder that will quote lowest rates for providing photocopy services for Sr. No 1, Sub.Sr. Nos-1.01 A4 Size (Back to back - (Duplex) photocopying, and Sr.No.2, Sub. Sr. N0 2.03 A4 Size (Back to back or Duplex) photocopying, for spiral binding for Sr. No 3, Sub.Sr. Nos-3.02 As per **Annexure-VIII**.
- (viii) For evaluation purpose weightage will be given for L-1 of duplex side photocopying service.
- (ix) As per Govt. Rule, L1 rates are required to be matched by successful bidder for other line items, if they will be found higher.
- (x) NLIU reserves the right to negotiate the quoted price with the successful bidder to arrive at the fair and reasonable price.
- (xi) Technical Bid containing commercial details or Revelation of Prices in any form or by any reason before opening the Financial Bid shall not be considered.
- (xii) The institute reserves the right to seek clarifications or additional information/ documents from any bidder regarding its technical bid. Such clarification(s) or additional information/document(s) shall be provided within the time specified for the purpose. Any request and response thereto shall be in writing. If the bidder does not furnish the clarification(s) or additional information/document(s) within the prescribed date and time, the proposal shall be liable to be rejected.
- (xiii) The bidders may depute their authorized representatives to remain present during the bid opening process subject to submission of valid authorization letter in the name of the representative to attend the bid opening process.



7. AWARD OF CONTRACT

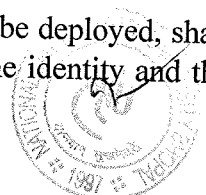
- (i) The Successful Bidder should accept the offer within 10 days from the date of receipt of "Letter of Offer", failing which the offer will be cancelled.
- (ii) In case the successful bidder backing out before actual award or execution of agreement or declines the offer of contract, for whatsoever reason(s), NLIU will have right to forfeit the EMD.
- (iii) If L1 Vendor fails to provide acceptance within stipulated time, NLIU will be free to award the contract to L2 Vendor provided L2 matches L1's price and if L2 does not agree, it will be awarded to L3 subject to L3 matching L1's price and in that order.

- (iv) NLIU reserves the right to modify/change/delete/add any further terms and conditions prior to the issue of work order.
- (v) It is clearly understood by the parties that no financial liability of any type is created by issuance of work order.
- (vi) The Institute does not guarantee any minimum business or assignment which will depend on the requirements, financial resources available and your performance.

8. TERMS OF CONTRACT

- (i) **Period of Contract:** Contract period will be initially for one year. This period may be extended by two years on one year extension + one year extension basis i.e (1 yr. + 1 yr ext.+1 yr ext) on same rate and terms & conditions subject to the satisfactory performance.
- (ii) **Sub-Contracting:** The contractor shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner. In case of an unavoidable circumstance, the contractor shall be able to do it with the approval of the Institute. However, the job shall be sublet only to the party approved by the Institute.
- (iii) The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.
- (iv) **Exit Clause:** The contract can be terminated by giving one-month notice period by the Institute and three-month notice by the contractor. However, in any instant contract will be terminated if service of the vendor will not find satisfactory.
- (v) **Contract Agreement:** The successful bidder shall be bound to execute an agreement on non-judicial stamp paper of Rs. 1000/- (One hundred only). NLIU reserves the right to amend the terms & conditions of contract by mutual discussions and shall be in writing. The amended terms and condition will form part of the agreement.
- (vi) **Work at Risk and Cost:** The institute reserves the right to arrange to complete the whole or part of the work executed by some other agency at the risk and cost of the contractor if it is found that the quality and/or the progress in respect of whole or part of the work is not satisfactory.
- (vii) **Insurance:** The successful bidder (contractor) shall take third party insurance to cover any accident or accidents of nature, for an amount as required for such type of work against damage /loss/ injury to property or person or loss of life during the entire period of the contract. A copy of insurance policy will be handed over by the contractor to the concerned authority of the Institute before commencing work as specified in the work order / letter of intent. In case the contractor fails to take the insurance policy, the Institute would arrange for the same at the cost of the contractor, alternatively, the institute may stop payments of bills to the contractor till insurance is arranged by the contractor or terminates the contract at the risk and cost of the contractor.

- (viii) **Indemnity:** The contractor shall indemnify and keep indemnified the institute against all losses and claims for injuries and or damages to any person or property. The contractor shall abide by and observe all statutory laws and regulations in matters of Labour Law, Factory Act, Explosive Act, Workmen compensation Act, Sales Tax, Royalty, Excise duty, Octroi, Works contract etc. and shall keep the institute indemnified against all penalties and liabilities of kind of breach of any such statute ordinance or law / regulations or Bylaws. The contractor shall not employ child labour. Payment to workers must be according to Minimum Wages Act.
- (ix) It shall be the sole responsibility and liability of the Contractor 'to carry out the obligations arising out of various labour legislations such as Contract Labour (Regulation and Abolition) Act 1970, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus Act, Industrial Disputes Act 1947, Employee Provident Fund and Misc. Provisions Act 1952, Employees' State Insurance Act 1948, Women's Compensation Act, Child Labour (Prohibition and Regulation) Act 1986 and such other relevant enactment are in force from time to time in respect of staff engaged by the Contractor to provide the service.
- (x) The contractor is liable for the payment of any and all existing taxes of the Central or State Government or of any other authority with respect to the contract or any item sold or supplied pursuant thereto or anything done or services rendered pursuant thereto.
- (xi) **Compliance with the Institute rules and Regulations:** The contractor and his employees shall comply with all norms stipulated by the Institute such as Gate Passes. Checking, Maintenance of Cleanliness, Discipline & Decency at and around the work site, Safety Precautions /Safety Regulations, security and hygiene at and around the work site.
- (xii) **Authorization:** The Contractor shall submit to the institute the names, designation and specimen signatures of the persons authorized by him to draw materials, sign joint measurements, bills, receive payments, receive instructions / notices etc. on behalf of the contractor.
- (xiii) **Access to site:** The contractor shall allow unhindered access to the institute and/ or any other party or person, engaged by the Institute to work at the same site and /or to check / regulate /watch /guard/ measure/ inspect, solely or jointly with the contractor.
- (xiv) **Safety and Security:** Contractor shall abide by the safety code provisions as per safety code framed from time to time by the government. The contractor shall be liable to comply with all the rules and regulations in respect of all statutory obligations applicable to the workmen including safety regulations.
- (xv) The persons employed by the contractor will be the employees of the contractor and the NLIU shall have nothing to do with their employment or non- employment. Under no circumstances any liability in respect of matters connected with their employment shall be held against the NLIU and the personnel employed by the contractor shall have no right whatsoever to claim employment or other rights from the NLIU.
- (xvi) The copy of Appointment Letter, bio-data of each personnel who will be deployed, shall be provided to NLIU along with a copy of police verification upon the identity and the



testimonials of qualifications etc. Before changing any personnel so provided prior information shall be given to NLIU. The Contractor shall make sure that the manpower so provided by them shall be with Photo identity card issued by the contractor.

- (xvii) The contractor shall be liable to obtain adequate insurance policy in respect of his workmen engaged by it towards meeting the liability of compensation arising out of injury/disablement at work.
- (xviii) The staff employed by the contractor will not join any union of the NLIU nor shall they make any claim on service or other matter. They shall also not form any union associated with the NLIU and shall have absolutely no claim to subscribe or for election in any of the unions of the NLIU.
- (xix) The contractor shall be responsible and liable for all the claims of his employees.
- (xx) The contractor shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the NLIU / Govt. of India / any State or any Union Territory.
- (xxi) In case the integrity, character and behavior of any of the contractor/operator is found doubtful, she/he would be replaced as per instruction from the competent authority of the Institute.
- (xxii) The contractor is wholly responsible for deputing operator in the Institute premises and if any accident/untoward incident happens, on account of improper workmanship or safety precautions during duty, the whole responsibility for settling the case with police/court lies with the contractor.
- (xxiii) The insurance of the equipment and staff utilized in this service will be borne by the Contractor.
- (xxiv) Contractor will be responsible for any loss/damage done to fittings; fixtures and equipment etc, due to the negligence of your employee(s) deployed, and shall make good the loss/damage whether by replacement or adequate compensation..
- (xxv) NLIU will not be responsible for any damage to the machine arising out of unusual occurrences for example voltage fluctuations, seepage of water etc.
- (xxvi) **Penalty:** The Bidder should ensure regular and uninterrupted quality services at all times. In case of failure in services or negligence (as defined below), appropriate punitive action shall be taken by the Institute, which also includes monetary penalty which will be imposed on contractor upto 5 % or not exceeding 5% of total monthly bill payable by NLIU to the Contractor.

9. Failure of service and negligence shall be measured in terms of the following:

- (a) The Contractor delivers poor quality of copies / prints to the user even after receiving written notice by NLIU regarding poor copy / print quality.

- (b) If the copy/printing activity stops due to Contractor's failure in supplying paper, toner, and other consumables required to run the machines.
- (c) Contractor provides copy/printing services to any individual / organization not authorized by NLIU .
- (d) The Contractor fails to supply paper as per specification.
- (e) Operators are not available during the stipulated timings.
- (f) All the machine fails and not even a single machine is rectified within 4 hours of breakdown.
- (g) Breach of any clause of tender / agreement even after receiving prior written notice by NLIU .
- (h) Any other matter which an act of negligence or breach of ethics by the Contractor.
- (i) The Institute can review the Scope of Works rendered by the Contractor from time to time and make required changes, if any, to the Contractor's operations. Payment will be made on pro-rata basis.
- (ii) The Institute shall have the discretion to direct the Contractor to remove and replace of its labour deputed to NLIU under the contract.
- (iii) There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency) and the firm should not be blacklisted. An undertaking to this effect on firm letterhead should be attached.
- (iv) **FORCE MAJURE:** If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party to the other within 7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such nonperformance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the NLIU as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract.
- (v) In case of any disputes on execution of the work during the period of contract, the decision of the Vice-chancellor, NLIU shall be binding and final, agreeable in full by both the parties. Any legal disputes shall be subject to jurisdiction.



10. PERFORMANCE SECURITY

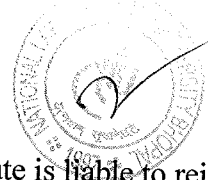
- (i) The successful bidder is required to furnish 5 % of Total Estimated Contract Value as security deposit, in form of Performance Bank Guarantee as per **Annexure-VI** within 15 days from the date of awarding of contract which would be returned on successful completion of the contract.
- (ii) Earnest Money Deposit of the Bidder whose offer is accepted will be kept up till the time, the Bank Guarantee is not received.
- (iii) Earnest Money Deposit shall be forfeited, if bidder fails to furnish Performance Security in accordance with the terms and conditions of the tender.
- (iv) In case of breach of contract, performance security shall be forfeited and the agency shall be blacklisted for such period as decided by the competent authority in addition to termination of the contract.

11. PAYMENTS TERMS

- (i) Bill shall be raised on monthly basis and submit the same succeeding month for payment. NLIU will normally settle the bill within 30 days from the receipt of the bill. However, for delayed payment, the Contractor will not charge any penalty or interest to NLIU.
- (ii) The payment under this agreement shall be made on satisfactory completion of job contract services, through NEFT/RTGS/IMPS (online transfer). The final payment shall, however, be made only after adjusting all the dues / claims of the NLIU.
- (iii) Bill to be made in the name of National Law Institute University Bhopal .
- (iv) No advance payment will be made under any circumstances.
- (v) TDS/ Income Tax etc. are to be deducted at source from the bills of Contractor as per rule.
- (vi) GST No, Pan No and account details should be clearly mentioned on the bill of Vendor.

12. GENERAL TERMS & CONDITIONS

- (i) Any act on the part of the bidder to influence anybody in the institute is liable to rejection of his bid.
- (ii) In case the bidders/successful bidder are found in breach of any condition(s) at any stage of the Tender, will not be considered.
- (iii) Canvassing/marketing /offering promotional services etc. in any form whether directly or indirectly in connection with the tender is strictly prohibited and the tenders submitted by



the vendor who resort to canvassing will be liable for rejection without any further reference.

- (iv) NLIU reserves the right to modify, expand, change, alter, restrict, scrap, refloat or cancel the Tender at any stage without assigning any reason whatsoever.
- (v) NLIU reserves the right to relax/amend/add/withdraw any of the terms and conditions contained in the Tender Document without assigning any reason thereof. Any enquiry after submission of the bids will not be entertained.
- (vi) The decision of Competent Authority, NLIU will be final in all matters relating. National Law Institute University Bhopal reserves the right to reject any application without assigning any reason.
- (vii) In case of any dispute arising out of the terms and conditions of contract or assignment, the matter shall be referred to the Sole Arbitrator to be appointed by the Director, NLIU and the award of the Sole Arbitrator will be binding on both the parties. Further, any legal dispute arising out of any breach of contract shall be settled in the court of competent jurisdiction located within the local limits of Bhopal.
- (viii) All communications relating to assigning of work, the performance of work and payment or any other representation shall be submitted to the office of Registrar, NLIU, Bhopal. No correspondence or communication of any mode shall be done with any employee of NLIU in official or non-official capacity, violating this term would be cost to termination of this contract.



**Registrar
NLIU, Bhopal**

Name, Signature and Seal of Authorized Signatory of Bidder

ANNEXURE-I

TECHNICAL BID

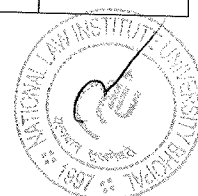
(To be submitted on the letterhead of the bidder)

Tender for: For Photocopying, Printing, Binding and Lamination Services.	
Tender No.:	
Name of the Bidder: Correspondence Address: Tel/Mob No. Email Id: Contact Person Name: Mobile No (Contact Person):	

Copies of all supporting documents duly signed and stamped by the bidder in support of below particulars must be attached along with this checklist

Sr. No.	Particulars			Details/ Compliance (YIN)	If Submitted, Mention Page No.		Remarks
					From	To	
1	Tender Fee and EMD						
		Tender Fee	EMD				
	Amount:	Rs. 5,000/-					
	Dated						
	Bank						
2	Tender Acceptance Letter As per Annexure - II						
3	Brief profile of the Agency / Firm As per Annexure - III						
4.	Copy of Trade License issued by the appropriate Authority to carry out the similar business of Photocopying, Printing, Binding and Lamination Services.						
5	Copy of Permanent Account Number (PAN)						
6	Copy of GST Registration Certificate						

7	Valid document in support of Registered/ Branch office at Bhopal				
8	Details of Bidder's Annual Turnover Specifically in Similar Services for last three financial years. (Minimum average Annual turnover 20 lakh per annum during the last three financial year i.e FY 2019-20, 2020-21, 2021-22)				
	FY 2019-20: Rs. FY2020-21: Rs. FY2021-22: Rs. Average Turnover: Rs. (Audited /Unaudited) (Copies of profit loss statement/ balance sheet/ income tax return certified by a Chartered accountant to be attached)				
9.	Details of work experience (as per Annexure-IV) in support of Experience related eligibility criteria. (Minimum 3 years' experience of similar work and at least one similar work experience of Photocopying, Printing, Binding and Lamination Services in a Government institute /organization, Autonomous Bodies, PSU, Large/Reputed Private Sector institute /organization and Educational Institutes like NLU, IITs etc. Letter of award of contract / work order along with Satisfactory completion certificate / performance certificate in this regard issued from Government institute /organization, Autonomous Bodies, PSU, Large/Reputed Private Sector institute /organization and Educational Institutes like NLIUs, IITs etc. must also be attached along with Annexure-IV				
10	Self-Declaration About Non-Black- Listing (as per Annexure-V)				
11	Specifications of Photocopy Machine / Printer As per Annexure-IX .				
12	Duly signed and stamped of the entire bid document along with its addendum/corrigendum, if any				
13	All other documents, as required in terms of the tender, to claim eligibility.				

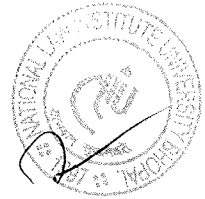


Declaration

I/we. _____ (Name of the Authorized Representative of Bidder)
of. _____ (Name of the bidder) do hereby declare that the entries made
here are true to the best of my/our knowledge. I/We hereby agree to abide by all terms
and conditions laid down in Tender document.

Place & Date:

(Name & signature with stamp of the bidder)



TENDER ACCEPTANCE LETTER

(On the letter head of the Agency)

To

Date:

Registrar,
National Law Institute University
Kerwa Dam Road
Bhopal -462044

Sub: Acceptance of Terms & Conditions of tender for 'Photocopying, Printing, Binding and Lamination Services' vide Tender' No:

Dear Sir,

I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely as per your notice given in the above-mentioned website(s).

1. I/We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract and I / we shall abide hereby by the terms / conditions / clauses contained therein.
2. The corrigendum(s) issued from time to time by your department/ organization with this tender has also been taken into consideration, while submitting this acceptance letter.
3. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirely.
4. No employee or direct relation of any employee of NLJU is in way connected as Partner/Shareholder/Director/Advisor/Consultant/Employee etc. with the Agency / Firm / Company.
5. I/We certify that all information and data furnished and attachments submitted with the application by our Agency / Firm / Company are true & correct.
6. I/We are aware that if any information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason thereof summarily reject our bid or terminate our contract, without prejudice to any other rights or remedy including the forfeiture of the full said Earnest Money Deposit/ Performance Security absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



BRIEF PROFILE OF THE AGENCY

(To be submitted on the letterhead of the bidder)

1.	Name of the Agency (In Block Letters)
2.	Registered Office Address (With telephone no. & email address)
3.	Address of Office (with telephone no. & email address)
4.	Status of the organization Proprietary/Partnership/Pvt. Ltd./Public Ltd. Company
5.	Year of incorporation [constitution of agency]
6.	Registration No./Trade License No.
7.	PAN NO
8.	GST No.
9.	Authorized Signatory Details Name: _____ Designation: _____ Mobile No.: _____ Email: _____
10.	Details of Contact Person Other that Authorized Signatory: Name: _____ Designation: _____ Mobile No.: _____ Email: _____



11. Bank Details	Beneficiary Name: _____ Account No: _____ Bank Name: _____ Branch: _____ IFSC Code: _____ MICR No.: _____ Type of Account: (Saving/Current) _____
12. Total No. of Year of Similar Experience	
13. Website, if any	
14. Details of Infrastructure available at	
15. Name of the cities where Agency / Firm / Company is having branches	
16. Total number of employees	
17. Annual Business turnover for last three financial years, duly certified by the Chartered Accountant	FY2019-20 Rs _____ FY 2020-21: Rs _____ FY 2021-22: Rs _____
18. Whether the Agency faced any litigation with any organization earlier, if yes, kindly furnish the same with name of the organization and brief details of litigation.	
19. Any other information	

Verification:

The details furnished in the application are true and correct to the best of my/our knowledge and that in case of furnishing any false information or suppression of any material information. The application shall be liable to be rejected besides initiation of panel proceedings by NLIU if it deems fit.

Signature of authorized signatory

Name:

Seal:



ANNEXURE-IV

DETAILS OF EXPERIENCE

(To be submitted on the letterhead of the bidder)

Sr. No	Name of the organization/ Institute where goods /services were provided with Name of Contact Person, Contact No. & email id.	Value of the contract in INR	Duration of contract		Total years of experience (YY/MM)	Whether it is academic institute (Yes/No)	Copy of contract along with the performance report (Yes/No)
			From MM/ YYYY)	To MM/ YYY Y)			
1.							
2.							
4.							
5.							
6.							

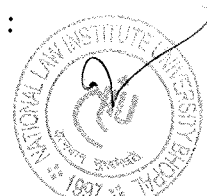
Note: Bidder may add row / rows in the above format, if No of organizations / Institutions are more.

Signature of Bidder
Name:

Designation:

Organization
Name:

Contact No. :



ANNEXURE-V

SELF-DECLARATION ABOUT NON-BLACKLISTING

(To be submitted on the letterhead of the bidder)

To

Date:

Registrar,
National Law Institute University
Kerwa Dam Road
Bhopal - 462044

Subject: Self Declaration About Non-Backlisting for 'Photocopying, Printing, Binding and Lamination Services' vide Tender Ref. No. dt.

Sir,

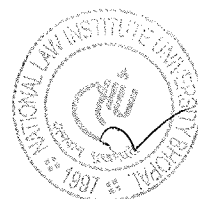
In response to tender under reference, I/ We hereby declare that presently our firm/ agency/ company is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

We further declare that presently our agency / firm / company is also not blacklisted/ debarred and not declared ineligible for any reason other than corrupt & fraudulent practices by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations in last five years from the last date of submission of bid.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD / Performance Security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Yours faithfully,

(Name & signature with stamp of the bidder)



ANNEXURE-VI

FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be typed on non-judicial stamp paper of the value of Indian Rupees of One Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT BHOPAL. BONDS ISSUED BY COOPERATIVE BANKS ARE NOT ACCEPTED.)

To,
National Law Institute University
Bhopal

LETTER OF GUARANTEE

WHEREAS National Law Institute University Bhopal, (Buyer) have invited Tenders vide Tender No.._____ dt. _____ for _____ and whereas the said tender document requires that any eligible successful Bidder (Vendor) wishing to provide/supply of Services/ Goods/ Material as per tender document in response thereto shall establish an irrevocable Performance Guarantee Bond in favor of "National Law Institute University Bhopal in the form of Bank Guarantee for Rs _____ and valid till five years from the date of issue of Performance Bank Guarantee may be submitted within _____ days from the date of acceptance as a successful Bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said Bidder (Vendor) failing to abide by any of the conditions referred in tender document / purchase order / work Order etc. this bank shall pay to National Law Institute University Bhopal, on demand and without protest or demur Rs. (Rupees.....)

This bank further agrees that the decision of National Law Institute University Bhopal, (Buyer) as to whether the said Bidder (Vendor) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, (Name of the bank & branch) hereby further agree that the guarantee herein contained shall not be affected by any change in the constitution of the Bidder (Vendor) and/ or National Law Institute University Bhopal, (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs.....(Indian Rupees only).
2. This Bank Guarantee shall be valid up to..... (date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if Institute serve upon us a written claim or demand on or before(date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at _____ situated at (Address of local branch).

Yours truly,
Signature and seal of the guarantor:
Name of Bank:
Address:
Date:



Instruction to Bank: Bank should note that on expiry of Guarantee Period, the Original Guarantee will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

Date: / /

Registrar

National Law Institute University

Bhopal

Sub: Authorization for release of payment / dues from National Law Institute University Bhopal through Electronic Fund Transfer/RTGS Transfer.

1. Name of the Party/Firm/Company/Institute:

2. Address of the Party:

City

Pin Code

E-Mail ID

Mob No

Permanent Account Number

3. Particulars of Bank

Bank Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No			
(9 Digit number appearing on the MICR Bank of the Cheque supplied by the Bank. Please attach a Xerox copy of a cheque of your bank for ensuring accuracy of the bank name branch name and code number)			
IFS Code:(11-digit alphanumeric code)			
Account Type	Saving	Current	Cash Credit
Account Number:			

DECLARATION

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information, I shall not hold Chief Administrative Officer, National Law Institute University Bhopal responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place:

Date:

Signature & Seal of the Authorized Signatory of the Party

Certified that particulars furnished above are correct as per our records

Bankers Stamp:

Date:

Signature of the Authorized Official from the Bank

N.B: Please fill in the information in CAPITAL LETTERS, computer typed; please TICK wherever it is applicable.



ANNEXURE- IX

SPECIFICATIONS OF PHOTOCOPY MACHINE/PRINTER

(To be submitted on the letterhead of the bidder)

The machines should be of standard brands digital heavy-duty machines with a capacity to print/copy at least 70-80 copies per minute with self-setting options. The detailed specification of the machine being installed should be mentioned in the following format along with Catalog.

Sr. No	Particular	Machine-I	Machine-2
1	Machine Name		
2.	Brand		
3	Model No		
4	Year of Purchase / Manufacturing		
5	Speed Copy / Print		
6	Function		
7	Memory		
8	HDD		
9.	Document Feeder		
10.	Copy/Print /Scan Resolution		
11	Continuous Copy		
12	Original Size		
13.	Warm up time		
14	Zoom Ratio		
15.	Paper Capacity		
16	Duplex Copy /Print		
	User Codes		
18	Interface		
19.	Network Operating System		
20	Scan Output Format		
21	Scan Features		
22.	Any other features		

I hereby certify that the above-mentioned particulars are true and correct.

Place

Date.

(Signature with stamp of the bidder)

