

**Dr. Shakuntala Misra National Rehabilitation University**

**Mohaam Road, Lucknow- 226 017**

*<http://dsmru.up.nic.in>*

**TENDER DOCUMENT**

**Inviting Proposals for Empanelment of Firms  
for  
Photocopying (Allied Services) and Cyber Cafe**

**Dr. Shakuntala Misra National Rehabilitation University**  
**Mohaam Road, Lucknow-226 017**  
**<http://dsmru.up.nic.in>**

**Tender No.- 71**

**23/10, 2021**

**Inviting Proposals for Empanelment of Firms for Photocopying (Allied Services) and Cyber Cafe**

Tenders are invited from Firms/Contractors to provide Photocopying Services (Allied Services) and Cyber Cafe in Dr. Shakuntala Misra National Rehabilitation University, Lucknow.

**Information & Instructions for Bidders**

|                                                                        |                                                                                                                                                |
|------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| Cost of Tender Form Fee (Non-Refundable)                               | Rs 5,000/- through DD/Banker's Cheque in favour of The Finance Officer, Dr. Shakuntala Misra National Rehabilitation University, Lucknow       |
| Website for downloading Tender Document, Corrigendum's, Addendums etc. | Tender Document may be downloaded from the University website <a href="http://dsmru.up.nic.in">http://dsmru.up.nic.in</a>                      |
| Duration of the Contract                                               | 03 Years                                                                                                                                       |
| Security Money                                                         | Rs. 50,000 /-                                                                                                                                  |
| Date of Issue of Tender document                                       | 23/10/2021                                                                                                                                     |
| Bid document Download Start Date                                       | 23/10/2021                                                                                                                                     |
| Bid Submission Start Date                                              | 23/10/2021                                                                                                                                     |
| Last date for submission of Tender                                     | 15/11/2021 at 12:00 Noon                                                                                                                       |
| Date & time for technical bid opening                                  | 15/11/2021 01:00 P.M.                                                                                                                          |
| Pre-Bid Meeting                                                        | Before 07 days                                                                                                                                 |
| Date & time for financial bid opening                                  | To be informed after opening of Technical Bid                                                                                                  |
| Bid shall contain                                                      | 1. Technical Bid and Financial Bid<br>2. All documents in support of T & C and eligibility criteria<br>3. Tender Form Fee<br>4. Security Money |
|                                                                        |                                                                                                                                                |

**Scope of Work-**

1. To provide photocopying, allied services viz. binding, lamination, scanning, print etc and cyber cafe services by making his own investment as per the requirement of the University.
2. To provide the services to students, staff etc. at the approved rates and in no case, charge more than stipulated.
3. To upgrade the service as per the technological developments taking place in the areas of computer hardware, photocopying, binding, cyber café etc.

4. To provide access to the Committee constituted by DSMNRU for monitoring the quality, specification, rates and act as per the advice and instructions of the said committee.
5. To display rates of all photocopy, allied services and cyber cafe services, other related job works in the stall. The services shall be provided on weekly (07 days) basis from 09:00 am to 07:00 pm in the University premises.
6. The Contractor shall be responsible to ensure the conduct and behavior of the persons employed by them for running the stall.
7. The Contractor is required to obtain all local licenses for running the photocopy stall and cyber café as per the requirement of statutes in force as revised from time to time.
8. The photocopy machine and related accessories shall be of reputed brands having latest configuration.
9. DSMNRU students shall have freedom to avail photocopying services from open market also.

Tenders are liable to be rejected if any of the conditions contained in tender document are not complied with. Amendment/Corrigendum, if any, in the tender document shall appear in the website of University <http://dsmru.up.nic.in>. The University reserves the right to cancel any or all tenders without assigning any reason thereof.

**Instruction to the bidders:**

1. Dr Shakuntala Misra National Rehabilitation University intends to provide the space in the University Campus for installation of Photocopier and Cyber Cafe Stall to provide the services of photocopying, spiral binding, lamination, computer print, scanning, internet services etc. at the approved rates to the students/staff/offices.
2. The Contractor must carry out the job work/service during the hours i.e. 9:00 am to 7:00 pm. (For 07 days in a week). The Contractor shall have to arrange the standby machines to provide uninterrupted service when the machinery remains on fault.
3. The Contractor will not be permitted to sell any unauthorized items from the allocated place and also not to sub-let the shop/services to any other service provider.
4. The Contractor shall be required to enter into an agreement for a period of three years and the same may be extended, if the services are found to be satisfactory. In this regard, the decision of the University shall be final in this regard.
5. The Contractor shall be functioning under the administrative supervision of the In-charge, as the case may be. The Contractor must maintain the hygienic conditions of surrounding areas of the stall and dump the waste material at an identified dumping area.
6. There shall not be any financial liability on the University and the Contractor shall alone be responsible for the lapses, losses, thefts, recovery of debts etc., from the students or any other customers.
7. The Contractor shall abide by the academic atmosphere maintained in the University and should not involve in any indiscipline and unethical activities. The Contractor has to coordinate/cooperate with the security personnel while carrying out the activities.
8. If any difference of opinion arises, the Contractor shall have the option to discontinue the service by giving notice of 1 calendar month. The University shall also have the option to terminate the contract agreement by giving notice of 1 month.
9. The Security deposited by the Contractor will be refunded within 30 days after the end of the Contract or in any case of default or violation of any terms & condition of the tender by the Contractor, it will be seized by the University.

### Terms and Conditions:

1. The sealed tenders are invited to install the photocopier services, allied services like spiral binding, lamination machines, printing, scanner and Cyber-Cafe etc. as per the approved rates.
2. The bids received will be opened on the specified date by the Committee members in the presence of responsive bidders. The rates quoted must be based on market survey with offer of the maximum percent of discount (*Minimum quoted discount @ 25%*). Base rate for the services should be the average of rates prevail in High Court, Civil Court, Collectorate & Indira Bhawan Lucknow. The Tender Committee may fix the appropriate rate agreed upon on the basis of market trend/rate.
3. The conditional bids shall not be accepted and the bids received after due date/time shall not be considered.
4. The bidders shall be a authorized service providers/ reputed firms etc., and agree to provide the service in the University campus and to furnish the address of the main office with telephone number along with bid. The bidder shall possess the required trade/firm registrations, licenses to operate the photocopying business, tax identification numbers etc.
5. The hard copy of the sealed tender should be received in Nazarat Section, DSMNRU, Mohaan Road, Lucknow- as prescribed. The bids will be opened as prescribed in the presence of responsive bidders or their authorized representatives. The representative should bring the authorization letter from their vendor/ service provider for attending the tender opening committee meeting.
6. The filled in bid form should be submitted along with bid security money of Rs. **50,000** and cost of tender form fee of Rs. **5,000** enclosing two separate Demand Drafts drawn in favour of Finance Officer, Dr. Shakuntala Misra National Rehabilitation University, Lucknow payable at Lucknow from any nationalized bank. The technical and financial bid should be submitted in separate envelopes superscribing "Tender for Photocopier and Cyber Café Stall". The security deposit will be returned after 30 days of completion of the contractual obligations. The security deposit of the unsuccessful bidders will be returned within the bid validity period of 30 days.
7. The prices are to be quoted both in figures and in words. In case of any discrepancy between the quoted price in figure and words, least will be taken as valid.
8. The rates should be inclusive of all taxes including GST and charges to provide the service at the University. The bid should contain the rate of different services separately as per bid document (Annexure- I), otherwise it will not be considered.
9. In case the University or the Contractor does not want to continue the services, either party can give one month advance notice in such cases to discontinue the services.
10. Monthly payment towards user charges, other charge, if any, shall be paid by the Contractor upto 10<sup>th</sup> day of each month. After three years, the University may increase the user charges mutually agreed upon.
11. The monthly electricity charges will be payable on the basis of actual consumption and the sub-meter will be installed by the Contractor.
12. The invitation of bids can be cancelled at the discretion of the University and the decision of the University shall be final in all respects.

13. The prospective bidder should clearly specify that they agree to abide by the terms and conditions of this bid invitation document on their printed letterhead and all pages of the bid document are to be signed and stamped by the service provider as agreed by the terms and conditions of the tender.
14. The University reserves the right to reject or accept any bid without assigning any reason or cancel or withdraw the bid notice.
15. If the Contractor discontinues the Services without informing the University or damages the property of the University or involve in any illegal activities etc, the Contractor is liable to cover the damages/penalty imposed or the University shall be free to deduct the amount from the Security Deposit.
16. In case of any dispute, the Court at Lucknow only will be the Jurisdiction. The Vice-Chancellor, DSMNRU, Lucknow shall decide the issue and his/her decision will be final and shall be binding on both the parties.
17. Any other terms and Conditions shall be as per Uttar Pradesh Procurement Manual-2016

**Registrar**

Dr. Shakuntala Misra National Rehabilitation  
University, Lucknow

**Annexure-I**

**Inviting Proposals for Empanelment of Firms  
for  
Photocopying (Allied Services) and Cyber Cafe**

|   |                                                                                                                                                 |  |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1 | Name of Bidder and Agency                                                                                                                       |  |
| 2 | Please specify as to whether the Tenderer is Sole Proprietor/Pvt. Ltd./Partnership firm (Name of the partner should be specified In this case). |  |

**Financial Bid****(A)**

| S.No. | Description                                               | Monthly User Charges |
|-------|-----------------------------------------------------------|----------------------|
| 1.    | Monthly User Charges (Parking, Security, Cleaning, Water) |                      |

**(B)**

| S.No. | Description                                                                                                                                            | Quantity/<br>Time | Pl. quote price as per market survey (Inclusive of GST/All Taxes) In INR |            |                      |                     |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------------------------------------------------------------|------------|----------------------|---------------------|
|       |                                                                                                                                                        |                   | Base Rate                                                                | Discount % | Final Rate (Figures) | Final Rate In Words |
| 1.    | Single side photocopy on A4 size paper on 70 / 80 gsm paper                                                                                            | 01                |                                                                          |            |                      |                     |
| 2.    | Double side photocopy on A4 size paper on 70 / 80 gsm paper                                                                                            | 01                |                                                                          |            |                      |                     |
| 3.    | Single side photocopy on legal size paper on 70 / 80 gsm paper                                                                                         | 01                |                                                                          |            |                      |                     |
| 4.    | Double side photocopy on legal size paper on 70 / 80 gsm paper                                                                                         | 01                |                                                                          |            |                      |                     |
| 5.    | Single side photocopy on A4 size paper in colour on 70 / 80 gsm paper                                                                                  | 01                |                                                                          |            |                      |                     |
| 6.    | Double side photocopy on A4 size paper in colour on 70 / 80 gsm paper                                                                                  | 01                |                                                                          |            |                      |                     |
| 7.    | Spiral binding charges per book of 50 pages of A4 size including transparent upper and lower sheets                                                    | 01                |                                                                          |            |                      |                     |
| 8.    | Spiral binding charges per book of 50 pages of legal size including transparent upper and lower sheets                                                 | 01                |                                                                          |            |                      |                     |
| 9.    | Book/Dissertation binding charges of A4 size including transparent upper and lower sheets<br>a) Upto 100 pages<br>b) 100-200<br>c) More than 200 pages | 01                |                                                                          |            |                      |                     |
| 10.   | Lamination charges                                                                                                                                     | 01                |                                                                          |            |                      |                     |
| 11.   | Computer Printout charges on Laser jet printer per page.                                                                                               | 01                |                                                                          |            |                      |                     |

|     |                                                                                                                |                    |  |  |  |  |
|-----|----------------------------------------------------------------------------------------------------------------|--------------------|--|--|--|--|
| 12. | Scanning A4/Legal                                                                                              | 01                 |  |  |  |  |
| 13. | B/W Printout<br>A4<br>A3<br>Legal                                                                              | 01                 |  |  |  |  |
| 14. | Color Printout<br>A4<br>A3<br>Legal                                                                            | 01                 |  |  |  |  |
| 15  | Internet Charges:<br>a) For 30 min.<br>b) For 60 min.                                                          | 30 min.<br>60 min. |  |  |  |  |
| 16. | Internet Charges for Divyaang<br>with assistance of Attendant<br>Facility:<br>a) For 30 min.<br>b) For 60 min. | 30 min.<br>60 min. |  |  |  |  |
| 17  | Any Other Service<br>Please Specify                                                                            |                    |  |  |  |  |

**Note :**

1. The L1 will be decided on the basis of 30% weightage to the (A)- User Charges and 70% weightage of the Rate Quoted for services (B) - Sr. No. 1 - 16
2. The lowest rate quoted by any of the qualifying/eligible bidder in the Financial Bid shall be acceptable and binding on the **L1** Bidder for the services described in serial no. 1 to 6.

**Declaration:** I / we hereby declare that I / we have carefully read and understood the tender, agreed with all the terms and conditions of the tender and also agreed to abide the decision of the University which shall be final in all respect.

Place: Lucknow

Date: /10/2021

Authorized signature of the  
service provider along with the stamp

## BID INVITATION NOTICE TO RUN THE PHOTOCOPYING STALL AND CYBER CAFE

Sealed bid (in two bid system i.e. Technical and Financial Bid) is invited to run the Photocopying Stall and Cyber Cafe in the DSMNRU campus, Lucknow for the office, students and the staff.

### Eligibility:

1. An Agency/ Firm having an experience of at least 3 years of running Photocopying and Cyber Café Stall is eligible to apply.
2. The firm shall have requisite registration certificate for carrying out the Photocopying and Cyber Café business.

Name of the Contract: To run Photocopying Stall & Cyber Cafe

|    |                                                                                                                                                                                                                                                                                                                                              |  |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1  | Name of Bidder and Agency with full address                                                                                                                                                                                                                                                                                                  |  |
| 2  | Details of Tender Fee (Rs.5000.00/- ) and Security Deposit (Rs.50000.00/-) Draft No. & Date and name of the issuing Bank                                                                                                                                                                                                                     |  |
| 3  | Details of Experience in the similar Field-3 years (attach copies from the Agencies and period of service provided in the similar services)                                                                                                                                                                                                  |  |
| 4  | Infrastructure available with the Agency (Yes/No)<br>i) Photocopy Machine (B/W & Colour)<br>ii) Computer (with latest Hardware & Software )<br>iii) Laser Printer (B/W & Colour)<br>iv) All Office, Academic and students material required for photocopying<br>v) Binding Machine (with all Binding Materials)<br>vi) Any Other Information |  |
| 5  | PAN Card No. of the Bidder (copy to be enclosed)                                                                                                                                                                                                                                                                                             |  |
| 6  | ESI and EPF Details                                                                                                                                                                                                                                                                                                                          |  |
| 7  | Firm Registration No                                                                                                                                                                                                                                                                                                                         |  |
| 8  | GST Registration No.                                                                                                                                                                                                                                                                                                                         |  |
| 9  | Contact No. (Landline) and Mobile No.                                                                                                                                                                                                                                                                                                        |  |
| 10 | Not blacklisted Certificate                                                                                                                                                                                                                                                                                                                  |  |
| 11 | Any other relevant Certificate                                                                                                                                                                                                                                                                                                               |  |

I accept the above conditions (Seal and Signature of Contractor).

Date:  
Place:

Signature of the Tenderer &

Name of the Tenderer

**Technical Bid Evaluation Criteria**

The Technical Bid Evaluation Criteria, Sub-criteria and Point system is specified as follows:

During the Technical Bid Evaluation stage, each bidder shall be assigned different marks out of a total of 75 marks, as per the criteria specified below:-

**Technical Bid Evaluation Criteria and weightage matrix for Technical Bid Evaluation**

[Total Marks: 75 marks]

| Sl. No             | Eligibility Criteria                                                                                                                                                                                                                                                                                                                            | Marks to be given as below during Evaluation |               | Encl. No. |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|---------------|-----------|
|                    |                                                                                                                                                                                                                                                                                                                                                 | Marks                                        | Maximum marks |           |
| 1.                 | Total years of experience in the field of handling & running the Cyber-Cafe, Computer Training Institute. Firms having less than 3 years' experience will not be considered.                                                                                                                                                                    |                                              |               |           |
|                    | a) 03 to 05 years                                                                                                                                                                                                                                                                                                                               | 05                                           | 10            |           |
|                    | b) 05 to 07 years                                                                                                                                                                                                                                                                                                                               | 07                                           |               |           |
|                    | c) More than 07 years                                                                                                                                                                                                                                                                                                                           | 10                                           |               |           |
| 2.                 | Each Year Average Annual turnover minimum Rs. 10 Lacs for the last Three Financial Years in the Business of providing and running the photocopying stall & Cyber-Cafe (determined from last Three years (2017-18 to 2019-20) Balance sheet with profit and loss Accounts figures duly certified by the Chartered Accountant/Company Secretary). |                                              |               |           |
|                    | a) Rs. 10 to 25 Lacs                                                                                                                                                                                                                                                                                                                            | 05                                           | 12            |           |
|                    | b) Rs. 25 to 50 Lacs                                                                                                                                                                                                                                                                                                                            | 07                                           |               |           |
|                    | c) Rs. 50 Lacs to 01 Crore                                                                                                                                                                                                                                                                                                                      | 10                                           |               |           |
|                    | d) More than 01 Crore                                                                                                                                                                                                                                                                                                                           | 12                                           |               |           |
| 3.                 | Experience of minimum three years of working in Government Sector or in any scheme of Government Sector.                                                                                                                                                                                                                                        |                                              |               |           |
|                    | a) 03 to 05 Years                                                                                                                                                                                                                                                                                                                               | 05                                           | 10            |           |
|                    | b) 05 to 07 Years                                                                                                                                                                                                                                                                                                                               | 07                                           |               |           |
|                    | c) More than 07 Years                                                                                                                                                                                                                                                                                                                           | 10                                           |               |           |
| 4.                 | Mandatory Certificates/ Documents without which firms will not qualify                                                                                                                                                                                                                                                                          |                                              |               |           |
|                    | a) Certificate of firms registration/Society Registration/Co. Act Registration.                                                                                                                                                                                                                                                                 | 01                                           | 03            |           |
|                    | b) GST Clearance certificate                                                                                                                                                                                                                                                                                                                    | 01                                           |               |           |
|                    | c) PAN                                                                                                                                                                                                                                                                                                                                          | 01                                           |               |           |
| 5.                 | a) Setup of minimum 40 computers in a computer centre                                                                                                                                                                                                                                                                                           | 08                                           | 10            |           |
|                    | b) Setup of more than 40 computers in a computer centre                                                                                                                                                                                                                                                                                         | 10                                           |               |           |
| 6.                 | Deployment of skilled manpower- ADCA/PGDCA/MCA/O Level diploma, etc.                                                                                                                                                                                                                                                                            | 05                                           | 05            |           |
| 7.                 | Appreciation certificates/ Awards from any government body                                                                                                                                                                                                                                                                                      | 05                                           | 05            |           |
| 8.                 | Experience of photocopier services, spiral, lamination, binding, cyber-cafe in institutes of higher education like Universities, Medical Colleges, Engineering Colleges, etc.                                                                                                                                                                   | 05                                           | 05            |           |
| 9.                 | Experience of running till now any recognized/authorized NIELIT or DOEACC Computer course or experience of any scheme related to E-District Jan Seva Kendra etc.                                                                                                                                                                                | 10                                           | 10            |           |
| 10.                | Direct ownership of bidder on the basis of infrastructure available.                                                                                                                                                                                                                                                                            |                                              |               |           |
|                    | 1. Photocopy Machine (B/W & Colour)                                                                                                                                                                                                                                                                                                             | 01                                           | 05            |           |
|                    | 2. Computer (with latest Hardware & Software )                                                                                                                                                                                                                                                                                                  | 01                                           |               |           |
|                    | 3. Laser Printer (B/W & Colour)                                                                                                                                                                                                                                                                                                                 | 01                                           |               |           |
|                    | 4. All Office, Academic and students material required for photocopying                                                                                                                                                                                                                                                                         | 01                                           |               |           |
|                    | 5. Binding Machine (with all Binding Materials)                                                                                                                                                                                                                                                                                                 | 01                                           |               |           |
| <b>TOTAL MARKS</b> |                                                                                                                                                                                                                                                                                                                                                 |                                              | <b>75</b>     |           |

Minimum score to qualify for the Financial Bid shall be 60% marks for Technical Bid Qualification. The price bid of only those bidders who qualify the Technical Qualifications shall be opened. The tender entity reserves the right to give tender in favour of one/ more than one bidder or not in favour of any bidder. The Bidders are required to attach the relevant certificate and mention the enclosure number on the concerned certificate.

**BID:** - The bid shall be opened in the presence of representatives of technical qualified bidders who may like to be present.

### **Terms and Conditions For the award of 'Photocopying Stall & Cyber Cafe Tender'**

1. Bids shall be submitted in official tender form only. If submitted in any other form, the same shall be summarily rejected. No bidder shall be issued/apply more than one tender form.
2. Bids received without prescribed Security Deposit shall not be considered.
3. The schedules issued with the form of bid document listing the services to be rendered must not be altered by the bidder. Any modifications/alterations of the schedules considered necessary by the bidders should be in the separate letter accompanying the bid invitation document.
4. No paper shall be detached from the bid document.
5. The name and address of the bidder shall be clearly written in the space provided and no overwriting corrections, insertion shall be permitted in any part of the tender unless duly countersigned by the bidder. The bid should be filled in and submitted in strict accordance with the instructions laid down herein otherwise the bid is liable to be ignored.
6. The bid is liable to be cancelled if complete information is not given therein or if the particulars and date (if any) asked for in the Schedule to the bid is not filled in.
7. Individual signing the bid and other documents connected with the bid must specify whether he is signing as: (i) A sole proprietor of the concern or constituted attorney of such sole proprietor, (ii) A partner of the firm if it is a partnership firm, In that case he must have authority to execute contracts on behalf of the firm and refer to arbitration disputes concerning the business of the partnership either by virtue of partnership agreement or by a power of attorney duly executed by the partners of the firms, (iii) Director or Principal Officer duly authorized by the Board of Directors of the company, (iv) In case of (ii) a copy of the partnership agreement or general power of Attorney, in either case attested by a Notary Public should be furnished or an affidavit on stamp paper.
8. The technical and financial bid should be submitted in separate envelopes superscribing "Tender for Photocopier and Cyber Café Stall" addressed to the Registrar, Dr Shakuntala Misra National Rehabilitation University, Mohaan Road, Lucknow- 226 017 and be dropped in the tender box available at the Nazarat Section, Administrative Building, DSMNR University, Lucknow as prescribed. The bids will be opened immediately on the same day and time by the Committee members in the presence of the responsive bidders who may wish to be present, either by themselves or through their authorized representatives. The authorized representative should bring authorization letter from their vendor/ service provider for attending the tender opening committee meeting.
9. A demand draft of required value to be deposited as a Security Deposit in favour of Finance Officer, Dr. Shakuntala Misra National Rehabilitation University payable at Lucknow. The Security Deposit of the successful tender shall be liable to be forfeited if he does not fulfill any of the following conditions.
  - (i) An acceptance to the allotment order is signed by him in the prescribed form after the receipt of the letter awarding the contract.
  - (ii) The Photocopying and Cyber Café Stall shall commence from the date mentioned in the letter awarding the contract.
  - (iii) Security deposit of bidding parties, whose bids are not accepted shall be refunded (without interest) within 30 days.
10. The bids will remain valid for at least 2 months from the date of opening of the bids and if any bidder withdraws or alters the terms of the bid document during the period, the Security Deposit shall be forfeited. The rates quoted shall be valid for the period of the contract.
11. Corrections, if any, must be attested by the authorised signatory. The late bids will not be considered.
12. DSMNRU reserves the right to accept or reject any or all the offers either fully or partly without assigning any reasons.
13. The Contractor shall be responsible for engaging adequate trained manpower required for providing good photocopying Services in DSMNRU.

14. The employees of the Contractor should possess sound health and be free from any diseases, especially contagious and frequently recurring diseases and they should preferably wear uniform while on duty.
15. The Contractor will, prior to the commencement of the operation of contract, make available particulars of all the employees who will be employed, such particulars inter-alia should include age, date of birth, permanent address and the police verification report for the employees, should be enclosed.
16. The Contractor shall be further responsible for proper discipline for the employees engaged by him and their work besides observing other obligations. No child laborers shall be permitted by DSMNRU under this contract. Further, the Contractor shall be responsible to pay all the dues of employees, as well as statutory dues applicable under labour laws. In the event there is any violation of any contractual or statutory obligations regarding the personnel, the contractor shall be responsible and liable for the same.
17. The allotment shall remain valid up to three years from the date of contract and it may be extended as per rules on mutually acceptable terms and conditions subject to satisfactory performance. The allotment once awarded can be terminated by either party after giving one month notice to the other party. Nevertheless, DSMNRU may terminate the contract of the Contractor without any notice in case the Contractor commits a breach of any of the terms of the contract. DSMNRU's decision that a breach has occurred will be final and shall be accepted without demur by the Contractor.
18. The Contractor shall be liable with regard to compliance of all the laws, regulation, rules and directions given by any statutory authority with regard to safety, labor laws or any other laws both Central & State in force. An attested copy of all such statutory registrations shall be enclosed to the tender. The Contractor shall comply with all the statutory regulations on control and regulation of piracy issues as revised from time to time.
19. The Contractor shall be responsible to maintain the premises of the building, equipment and other articles supplied if any by the University in good condition. In case of any damage, they shall be responsible to carry out the repairs without any delay to avoid any interruption in service. Cost of repairs shall be borne by the Contractor himself. In case of theft or damage, contractor shall replace items lost, broken or damaged with items of the same quality at his own cost and expense.
20. DSMNRU shall in no way be responsible for any defalcations with regard to statutory obligation and the Contractor will indemnify DSMNRU in case of any damage, which may arise on account of action of Contractor.
21. Services to be provided by contractor are indicated in the Tender Document.
22. Dispute, if any, arising out of the contract shall be settled by mutual discussion or arbitration by sole Arbitrator to be appointed by the DSMNRU as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and the Rules framed there under and the place of arbitration will Lucknow.
23. Bid shall be accompanied by the relevant documents including the following :- (i) Certificate in support of experience for having undertaken this kind of business along with a list of organizations where the Contractor is currently providing / has provided Services. (ii) Deployment pattern of staff proposed and other details for the efficient satisfactory performance of the contract. (iii) Certificates in support of all statutory registrations.
24. The Contractor shall follow the instructions of designated officers of DSMNRU and report to him every month to make checks on day to day activities of the services rendered. The contractor shall extend full co-operation to the designated officer from time to time.
25. On termination of the agreement, the Contractor shall handover the premises of the building, all the equipments/articles if any as supplied by the DSMNRU, Lucknow in good working condition.
26. Care must be taken to ensure while carrying out the work so that no fittings, fixtures, furnishings are damaged. Any damages done to the same or any other property will have to be repaired / replaced by the contractor, failing which the same will be got done at his risk and cost. The decision of the Designated Officer shall be final and binding on the contractor.
27. All the job works shall be carried out with due regard to the convenience of University and the orders of the concerned authority shall be strictly observed.

28. The Contractor shall work in close cooperation and co-ordination with other agencies working at site.
29. The Contractor shall be fully responsible about the conduct of his employees and shall ensure that their behavior with the students, residents, supervisors, officers is always good and cordial. If it is found that the conduct or efficiency of any person employed by the contractor is unsatisfactory, the contractor shall have to remove the person concerned and engage a new one within (48) hours of intimation. The decision of the Designated Officer in this regard shall be final and binding on the Contractor.
30. The Registrar, DSMNRU, Lucknow is not bound to provide any mode of transport in respect of men or material required for the contract.
31. The Contractor shall deposit necessary as Security Deposit with DSMNRU. No interest shall accrue on this deposit, which will be returned after the successful completion of contract obligations on adjusting the dues if any, after expiry of 30 days of the allotment period.
32. The functioning of the stall shall be to the satisfaction of the University.
33. The Contractor shall ensure that either he himself or his representative is available for proper administration and supervision of the work.
34. The bids shall have to be submitted duly filled and signed at Nazarat Section of DSMNRU.
35. The Bidders who have downloaded the document from website should attach, along with the bid document, a Demand Draft of Rs. 5000/- in favour of "Finance Officer, Dr Shakuntala Misra National Rehabilitation University " payable at Lucknow towards tender fee.
36. The offers should be submitted in separate sealed envelope superscribed with "Technical Criteria/Financial Bid for "Photocopying and Cyber-Cafe Stall" as the case may be. The bid shall be opened on the date and time as informed by the Committee in the presence of responsive bidders/representatives present at that time.
37. Any other terms and conditions shall be as per Uttar Pradesh Procurements Manual-2016.

I accept the above conditions.

(Seal and Signature of Contractor)

**SERVICES TO BE PROVIDED BY PHOTOCOPYING & CYBER CAFÉ CONTRACTOR (SERVICE PROVIDER/CONTRACTOR).**

During continuance of the period of the Photocopying and Cyber Cafe Stall, the Contractor shall take over the responsibility for providing all the running of items (As per enclosed Annexure-I) of photocopying Services and Cyber Cafe. The scope of service to be rendered under this agreement includes the following:

1. To provide photocopying and cyber cafe services by making his own investment as per the requirement of the University.
2. To provide the services to students, staff etc. at the approved rates and in no case, charge more than stipulated.
3. To upgrade the service as per the technological developments taking place in the areas of computer hardware, photocopying, binding, cyber café etc.
4. To provide access to the committee constituted by DSMNRU for monitoring the quality, specification and rates and act as per the advice and instructions of the said committee.
5. To display rates of all photocopy, allied services and cyber cafe services other related job works in the stall.
6. The Contractor shall be responsible to ensure the conduct and behavior of the persons employed by them for running the stall.
7. The Contractor is required to obtain all local licenses for running the photocopy stall and cyber café as per the requirement of statutes in force as revised from time to time.
8. The Contractor shall indemnify DSMNRU 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 University.
9. To ensure security of moveable and immovable property of University premises handed over against theft or damage.
10. Sub-letting of contract shall not be permitted.
11. The photocopy machine and related accessories shall be of reputed brands having latest configuration.
12. DSMNRU students shall have freedom to avail photocopying services from open market.
13. DSMNRU will not be responsible to provide any residential accommodation to personnel deployed by the Contractor.

I accept the above conditions

(Seal and Signature of Contractor)

**UNDERTAKING BY THE BIDDER**

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

Place :

Date:

Signature of The Bidder Address :

.....

.....

Phone No: .....

I accept the above conditions

(Seal and Signature of Contractor)