



# **ALLAMA IQBAL LIBRARY**

## **University of Kashmir**

*Hazratbal Srinagar, Kashmir, J & K-190006*

### **TENDER NOTIFICATION**

#### **Outsourcing of Photocopying facility at Allama Iqbal Library**

The Allama Iqbal Library proposes to select registered firms /interested parties for running of Photocopying facility at Allama Iqbal Library. Those having experience in running such a Photocopying facility or possess the necessary professional expertise and are looking for such an opportunity, are eligible to apply subject to the eligibility criteria and acceptance of terms and conditions as laid down in Tender Document.

The Tender document can be obtained either:

(a) In person from the Office of the University Librarian by submitting a non-refundable tender document fee for Rs.1000/- in the Accounts Section of Library.

(b) by downloading from [www.kashmiruniversity.ac.in](http://www.kashmiruniversity.ac.in). Those who download the tender document should handover/send the non-refundable DD for Rs.1000/- drawn in favour of "University Librarian", payable at RCC Srinagar while submitting/sending the completed bid.

Duly Signed tender document may be dropped in the tender box kept in the said Office, so as to be received there on or before 03:00 p.m., 14<sup>th</sup> June 2019

The University librarian reserves right to select or reject any tender without assigning any reason thereof.

Yours sincerely

**Prof G.M Peerzada**  
**Librarian**

No. F (Tender-Notice/PD) AIL/KU/19

Dated:- 23<sup>rd</sup> May 2019

Copy to:

- 1) Media Coordinator, for publicity through two prominent local dailies;
- 2) Scientist "D", IT and SS, for uploading on the website of University of Kashmir;
- 3) JIT, for uploading on the Library website;
- 4) File for record.



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### **TENDER DOCUMENT**

#### **Eligibility to participate in the tender:**

1. The bidders should have.

- a. Valid Registration Certificate of Jammu and Kashmir Shops and Establishment Act 1966.
- b. Valid TAX Registration Certificate.
- c. Valid Permanent Registration Certificate of Micro, Small and medium Enterprise, issued by Government of Jammu and Kashmir Directorate of industries & Commerce.
- d. Valid Pan Card in Name of Firm.
- e. Continuous experience of at least two year in Operations, Maintenance and Comprehensive Management of a comparable Photocopying shop (Desirable)
- f. Commercial/professional certifications and/or endorsements, including service quality and other business certifications (Desirable).

2. The bidder(s) shall declare that he/she (they), including partners if any, was (were)/is (are) not involved in any criminal proceedings as per Indian law.

#### **Submission of Bid:**

The bid can be submitted on all working days (Monday to Friday). The deadline for submission of the bid is on or before 03.00 p.m., 14<sup>th</sup> June 2019. In the event of this day being declared as a holiday, the bids can be submitted up to 03:00 p.m., on the following working day.

#### **Earnest Money Deposit (EMD):**

The bidder(s) should submit a refundable EMD amount of Rs.10,000/- (Rupees Ten Thousand only) along with the bid vide Demand Draft drawn in favour of "University Librarian " payable at Srinagar. Any bid without the said EMD will be considered INVALID and hence summarily REJECTED. Photo/Fax copies of the Demand Draft/Banker's pay orders will not be accepted. No interest will be paid on the refundable EMD, which shall be converted as the Security Deposit in the case of the successful bidder(s). For unsuccessful bidders, their EMD will be returned within one month from the date of opening the Financial Bid.



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### **Authority to Sign:**

All documents must be duly signed by authorized representative(s) of the respective bidders. If an individual or a proprietor of a firm is a signatory, he/she should sign above the printed full name and current address (to be presented in block letters). In case of a partnership firm, all the Partners of the firm or a Partner holding Power of Attorney for the firm should sign. A certified copy of the Power of Attorney document must accompany the full set of Documents. In both cases, a certified copy of the Partnership Deed and current address of all the partners of the firm must be furnished. In the case of a limited Company or a Corporation, the documents shall be signed by a duly authorized person holding Power of Attorney for signing them, and accompanied by copies of the Power of Attorney and the Memorandum of Articles of Association duly attested by a Notary Public.

### **Validity of Offer:**

Each bidder shall agree to keep the bid open for One hundred and Twenty days (120) days from the due date of submission thereof and not make any modifications in the terms and conditions.

### **Late offer:**

The offers received after the due date and time will not be considered and the same will be returned unopened to the respective bidders.

### **Acceptance and Rejection:**

The University Librarian reserves the right to shortlist/reject any or all bids and accept the whole or any part of the bid without assigning any reason. Bidders/Establishments who have served in University of Kashmir earlier and whose services were terminated before completion of their contract period are not eligible to participate in this tendering process.

### **Scope of Work and the Working Hours:**

Allama Iqbal library intends to avail the services of reliable service providers in setting up photocopying facility in its premises to meet departmental requirements on a day-to-day basis.

Contractor shall install minimum of 3 Photo Copying machines in the Allama Iqbal Library from the purpose from day one of award of contract and continue to do so till the expiry of contract.

The Contractor shall bring required photocopying machines, consumables like good quality pure white 70 GSM paper, toner, etc. and all accessories required at his cost. The contractor shall maintain the machines in good working condition at all times to ensure good quality photocopying.

The copies shall be of good clarity and should be taken on good quality pure white 70-gsm paper.

The bidder may quote the lowest rates for rendering the above service in accordance with the following terms and conditions.



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5. The contractor shall employ required personnel to operate the machines. If the employee operating any center is on leave, alternate employee is to be arranged. The Xerox division should not be kept closed on working days.

The bidder(s) shall visit this facility and ascertain the available infrastructure before submitting the bid(s). Any additional requirements, necessary for efficient services, shall be taken care of by the bidder(s). The working hours for the facility, to begin with, shall be between 08:00 a.m., and 8 p.m. However, this can be changed based on mutual agreement.

### **Rent and Area:**

Space of approximately 150 sq. feet shall be provided out of the identified space. The said area is to be renovated by the contractor as per requirement if required free of cost.

There shall be 6% increase in rent offered each year compounded annually.

### **Electricity charges:**

Usage of electricity by the Contractor within the earmarked total premises (enclosed as well as open) is chargeable extra as per prevailing Commercial rates of Power Development Department and will be required to be paid as per meter reading by the contractor towards the concerned section of University in addition to the Rent.

### **Final Section of Bid:-**

Final selection of bid will be done on the basis of highest rent offered for the space. The Minimum rent offer has been pre set to Rs 30,000/- per year

### **Photocopying Charges:**

The Photocopying charges shall as per rates notified by the estates section of University from time to time.



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### **Standard Terms and Conditions**

For running the Photocopying facility in the Allama Iqbal Library the bidder will be required to enter in an agreement with the library on the below mentioned terms and conditions. Allama Iqbal Library shall be referred to as Party (1) in the agreement and Bidder as party (2).

1. The PARTY (2) will be granted a contract to run the Photocopying Facility for a period of three years.
2. The contract could be renewed further for a term of two year each on mutually agreed terms & conditions, depending upon satisfactory services of the Contractor. Any further renewal of contract will in no case be any binding on the party (1) irrespective of satisfactory service by the contractor.
3. The PARTY (2) will be required to install electrical fitting in the identified space for Photocopying division and carry out any other renovations as per his choice free of cost. On the expiry of contract all the fixed renovated items like electrical fitting, etc. shall be retained by the PARTY (1) free of cost.
4. The PARTY (2) shall pay rent amounting to Rs. 25,000/- per year. The rent shall be increased annually @ 6% compounded annually which shall be paid in advance yearly installment each year.
5. That the PARTY (2) shall have to deposit Rs. 30,000/- (Rupees thirty Thousand only) with the PARTY(1) to serve as Security Deposit in fulfillment on his part of the conditions of Contract and this amount shall be liable for forfeiture in full or part in the event of the PARTY(1) finding that the PARTY(2) is not fulfilling any of the conditions of the Contract or in the event of unsatisfactory service or in the event of anything becoming payable by PARTY (2) to PARTY (1).
6. In the event of security deposit or any portion thereof being forfeited or appropriated by PARTY (1) under the provisions of this agreement, then the PARTY (2) will on demand provide further security deposit so as to make up for the security deposit portion forfeited.
7. The Security shall be refunded only after the expiry of the contract. No interest shall be payable on the security deposit.



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8. The rent will be charged by the PARTY(1) and paid by the PARTY(2) in advance on yearly advance basis.
9. The PARTY (1) shall provide the metered electricity for the purpose of running the Photocopying facilities. Every effort must be exercised by the Contractor to minimize electricity usage and desist from unnecessary usage. The Electricity Charges what so ever may become due from time to time will be required to be paid by PARTY (2) towards the Estates Section of University of Kashmir on commercial rates.
10. The PARTY (2) shall arrange its own generator for smooth functioning of Photocopying Division in times of power supply failure.
11. It will be the sole responsibility of PARTY (2) to keep Photocopying services available to users of Library on all working days /working hours.
12. That the PARTY(2) agrees to keep the contracted premises neat, clean and tidy at all times and according to the health/hygiene and bye-laws of the University of Kashmir and Municipal Corporation of Jammu and Kashmir.
13. That any employee or other person engaged by the PARTY(2) in the contracted premises indulging in any act of disobedience or misconduct, the PARTY(2) shall take immediate action to withdraw such persons from the service and the premises of PARTY(1) and the decision of PARTY(1) in this respect will be final and binding upon the firm and that the PARTY(1) shall not in any way be liable in respect of any claim made by any employee of Party (2) for wages or damages and the PARTY(2) shall keep the PARTY(1) indemnified.
14. Employment of child labor, defined as per relevant laws is strictly prohibited. The contract will be terminated with immediate effect if those laws are violated.
15. The Contractor shall not deny services to any of the customer at no circumstances during working hours of the facility. If a service mentioned in the approved list is solicited for, the contractor shall make the necessary arrangements.
16. The PARTY(1) shall have the right to review the working of this Contract from time to time and if at any time it is found that the PARTY(2) has failed to fulfill any of the conditions of this Contract or that its working is unsatisfactory, PARTY(1) may terminate this Contract after giving the one month notice, but no such notice will be necessary if the Contract is terminated on the grounds of serious misconduct or any other act as the PARTY(1) may deem fit. On the



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termination of Contract full advance rent paid by party (2) shall be forfeited and no claim whatsoever of PARTY (2) shall be entertained.

17. On termination of the contract, the PARTY(2) will hand over all the equipments/furniture/articles etc., if any, supplied by PARTY(1) in good working condition, back to PARTY(1).
18. That the PARTY (2) will not transfer or assign any part of his interest in this Contract and that the (period of this) Contract shall also be liable to be terminated by death or insolvency of the PARTY(2) before the expiry of the period of this Contract.
19. The services hours in the Photocopying Division shall be ascertained by the PARTY(1), which may be modified by The PARTY(1) if and when considered necessary.
20. The PARTY(2) shall display the approved rates of notified by Allama Iqbal Library prominently in the Photocopying Division hall and at the cash counter.
21. The PARTY(2) is responsible for any loss being caused to the Institute on account of negligence of duties by the PARTY(2) that shall be established after a joint inquiry comprising of the representative of the Institute and the PARTY(2). The PARTY(1) should get the same from the PARTY(2), up to the value of the loss caused to the Institute
22. PARTY(2) shall abide by all laws of the land including labor laws (ESI, PF, Bonus, Income Tax, Service Tax or any other extra taxes levied by the Govt.) companies Act, Tax deduction liabilities, welfare measures of its employees and all other obligations of this region and also those Laws which are not essentially enumerated and defined herein. Any such claims at a later stage shall be the exclusive responsibility of the PARTY(2) and it shall not involve the PARTY(1) in any way whatsoever.
23. The Photocopying Division staff shall be issued Identity Cards bearing photographs.
24. The PARTY(2) shall be personally responsible for conduct and behavior of his staff and any loss of damage to PARTY(1)'s moveable or immovable property due to the conduct of the PARTY(2)'s staff shall be made good by the PARTY(2).
25. If it is found that the conduct or efficiency of any person employed by the PARTY(2) is unsatisfactory, the PARTY(2) shall have to remove the concerned person and engage a new





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person within the prescribed time limit given by PARTY(1) The decision of the PARTY(1) or its designated officer in this regard shall be final and binding on the PARTY(2).

26. Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the PARTY(1)'s campus, including Photocopying Division. Any breach of such restrictions by the Photocopying DivisionPARTY(2) will attract deterrent action against the PARTY(2) as per statutory norms.
27. The PARTY (2) shall not use the Photocopying Division premises for any other activity except for the purpose for which it has been provided for.
28. If the PARTY(1) is not satisfied with the quality of Photocopying , services provided or behavior of the PARTY(2) or his/her employees, the PARTY(2) will be served with 24-hour notice to improve or rectify the defect(s), failing which the PARTY(1) will be at liberty to take appropriate necessary steps as deemed fit.
29. The PARTY (2) shall observe and perform all the provisions of the payment of wages Act or any statutory modification thereof for the time being in force and any rules and regulations made there under with regard to the payment of wages to all persons employed by him under this agreement and shall indemnify the PARTY (1) from and against any claim under the Act by or on behalf of any person employed by him. The PARTY (2) shall pay not less than the minimum fair wage to the workers engaged by him , fair wage being in compliance to the Provisions of the Payment of wages ACT ,IV of 1936 , or any statutory modification or re-enactment thereof or rules framed there under.
30. The PARTY (1) is exempted from all liability, however caused under the workmen's Compensation ACT, in respect of injury affected by or the death of the employee (s) employed by PARTY (2) and PARTY (1) shall be indemnified from and against all claims under such act.
31. The PARTY (2) shall maintain correctly daily Sales Account Register and make them available to PARTY (1) on demand.
32. The PARTY (2) shall pay all due tax/taxes imposed by or payable to the State Government, and others having authority to do so.
33. The PARTY (2) shall not sell any wines, beer, or other spirituous liquors or alcoholic beverages within the premises of the University.





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34. The PARTY (2) should obtain prior permission from the University for starting of any new service in the Photocopying Division.
35. The PARTY (2) shall be responsible for any damage to the premises of the PARTY (1) occupied by him and to any of the property of the University in his charge or occupation when such damage due to some fault, neglect or carelessness on the part of the PARTY (2) or of his agents or staff/servants, and he shall be liable to pay to the PARTY (1) the amount of such damages as assessed by the PARTY (1) or other Engineer of the PARTY (1) authorized on his behalf, whose decision upon any question in this connection shall be final, whether such question is as to be liability of the PARTY (2) or as to the amount of damages to be paid by him. The PARTY (2) shall bear the cost of all repairs necessary to the proper up keep of the premises of the Library, used by him whether such repairs are carried out by the PARTY (1) or by the PARTY (2) with the approval of the PARTY (1).
36. The PARTY (2) shall restrict himself to the accommodation provided by the PARTY (1) and not encroach on other accommodation, nor erect any structure without the prior approval of the PARTY (1). Any such structure, if permitted, shall be to the satisfaction of the PARTY (1) and shall be dismantled immediately if so required and the PARTY (2) shall not be paid any compensation for the loss if any incurred by him on this account.
37. The PARTY (2) will install fire extinguishers in the Photocopying Division at his own cost.
38. The PARTY (2) shall provide and maintain 2(Two) sanitary dust provided with lids inside the Photocopying Division and outside the Photocopying Division. These dust bins should be used for the storages of wastes, sweeping of floor, ash, disposable wastes.
39. The PARTY (1) reserves the right to impose a penalty (to be decided by the PARTY (1)'s authorities) on the PARTY (2) for any serious lapse in maintaining the quality and the services willfully or otherwise by the PARTY (2) or his staff
40. The PARTY (2) shall maintain neat and hygienic environment in the Photocopying Division and the lawn adjacent to the Photocopying Division. The PARTY (1) will check Photocopying Division premises periodically. If the PARTY (1) feels that the premises is not neatly maintained by PARTY (2), a penalty to a tune of Rs. 1000/= may be levied on the PARTY (2).
41. Upon breach by the PARTY (2) of all or any terms hereof and or if in the opinion of the PARTY (1), the PARTY (2) or his staff is not conducting Business in the Printing Division in a satisfactory manner and not in compliance to university approved rates or if in the opinion of



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PARTY (1) or other officer of PARTY (1) duly authorized on its behalf a complaint made by public be substantiated, the PARTY (1) or other officer(s) duly authorized on its behalf may at their decision impose a penalty not exceeding Rs. 3,000/-.

42. Any penalty to be paid by PARTY (2) failing which the PARTY (1) reserves right to deduct the same from any refundable sum paid by PARTY (2).
43. In the event of any of the articles being sold at rates in excess of those authorized in the University rate list or quantity of the items offered for sale, be less than that prescribed in the rate list a fine/penalty to the maximum of Rs. 2000/- will be imposed as the PARTY (1) may deem fit.
44. The PARTY (2) shall promptly and correctly carry out all instructions received from time to time from PARTY (1) or any other person authorized by the PARTY (1) in respect thereof.
45. The business of the PARTY (2) to be carried on in the premises of the PARTY (1), shall be carried on at the sole risk of the PARTY (2), and the PARTY (2) shall indemnify the PARTY (1) from and against all liability for the damages, costs, charges and expenses, both legal and otherwise to which the PARTY (1) or any of its servants may be put by reason of any loss or injury caused to or suffered by any University employees, students, research scholars, workers by bad quality articles sold or supplied in the said premises by the PARTY (2) and or any loss or damage caused to the PARTY (1) through the negligence or fraud of the PARTY (2), his servants or Agents, Such damages, costs, changes and expenses shall be paid by the PARTY (2) to the PARTY (1) immediately on demand being made there for.
46. The PARTY (1) shall not be responsible for any loss incurred by the PARTY (2) owing to cancellation of classes or offices due any unforeseen circumstances
47. The PARTY (1) shall have the right to terminate the contract if in their opinion (which shall be final and binding on the parties) the PARTY (2) is not conforming to the above conditions (s).
48. The contract will be terminable on one month's notice by the PARTY (1) without assigning any reason thereof and the PARTY (1) shall give one calendar month's notice in writing to PARTY (2) in this behalf without assigning any reason thereof.
49. In the event of insolvency or conviction of PARTY (2) by criminal court this contract shall automatically cease.



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50. In the event of this agreement being terminated under Clause above hereof the PARTY (1) shall refund to the PARTY (2) such proportion of the sum paid under clause 1 and 3 hereof for the remaining portion of the period for which such payments have been made, however deducting any unpaid fines or penalties payable by PARTY (2).
51. On the expiry of the period of the Contract or on its termination, as the case may be, the PARTY (2) shall deliver vacant possession of the premises, intact, to the PARTY (1), forthwith.
52. In the event of the PARTY (2) failing to deliver vacant possession to the PARTY (1) the PARTY (1) shall have right to take possession of the premises by putting its own lock and key to the said premises.
53. The PARTY (1), after taking possession of the premises as provided in clause above, may permit the party (2) to remove his articles, within one week from the date of taking possession of the said premises. In case the PARTY (2) fails to avail opportunity provided in clause above, the PARTY (1) shall have right to dispose off the articles found in the premises in Public auction without any notice to the PARTY (2).
54. Failure to deliver vacant possession within the prescribed time period, by the PARTY (2) to the PARTY (1), shall entitle the PARTY (1) to forfeit the Security deposit and take possession of the premises by putting its own lock and key.
55. The terms and conditions of contract will be reviewed every year for any addition or modification which might arise during that period on account of any future policy decisions of University of Kashmir, which may not be covered in the present terms and conditions of contract, shall have to be abided by the Party (2) without any delay. Such decision would be communicated in writing by the PARTY (1) to the PARTY (2) and that will be deemed as added / deleted conditions of contract.
56. In all disputes arising in the scope of doubts or interpretation of the clauses or conditions applicable in this contract or otherwise, the decision, clarification and interpretation of the PARTY (1) shall be final and binding on the contract.
57. Subject as otherwise provided in this contract, all notices, consents, directions and applications to be given on behalf of Librarian, Allama Iqbal Library, University of Kashmir and



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all other actions to be taken on his behalf may be given or taken on his behalf by himself or Deputy Librarian, Allama Iqbal library.

58. The Vice Chancellor or his nominee shall be final arbitrator on all matter of this agreement , if any , between the two parties.

### **Bidder's General Information**

1. Name of Firm \_\_\_\_\_
2. Name of owner of the firm \_\_\_\_\_
3. Address of Firm \_\_\_\_\_
4. Number of Years in Operation \_\_\_\_\_
5. Telephone No \_\_\_\_\_
6. Mobile No \_\_\_\_\_
7. Whether Registered YES / NO \_\_\_\_\_
8. Registration Number \_\_\_\_\_
9. Sales Tax Registered TIN No \_\_\_\_\_
10. VAT Certificate enclosed YES/ NO \_\_\_\_\_



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11. Dealership Certificate attached YES/NO\_\_\_\_\_

## **ACCEPTANCE CERTIFICATE**

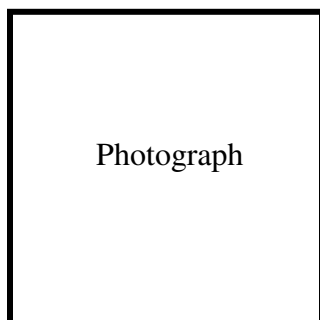
I /We After examining /reviewing the tender document for Establishment, Operations, Maintenance and Comprehensive Management of Photocopying Division and Standard Terms and conditions etc. the receipt of which is duly acknowledged, I(We) , the undersigned , is (are) pleased to offer to execute the whole job of Establishment, Operations, Maintenance and Comprehensive Management of Photocopying Division, in conformity with the tender notice and tender document.

I(we) confirm that this bid is valid for a period of four (4) months from the date of opening of the bids and it shall remain binding upon us and may be accepted by any time by or before the expiration of that period.

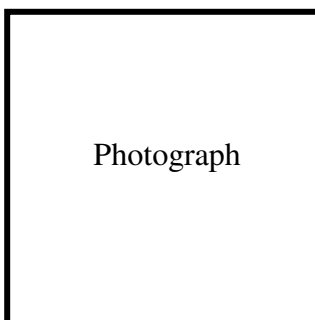
I(We) understand that Bid Document is not exhaustive and ,any action & activity not mentioned in Tender Document but may be inferred to be included to meet the propose of the Tender Documents shall be deemed to be mentioned in Tender Documents unless otherwise specifically excluded and I(we) confirm to perform for fulfillment of Agreement and completeness of the work in all respects within the time frame and agreed price.

We understand that any deviation/exception in any form may result in rejection of bid. We, therefore, certify that we have not taken any exceptions/deviations anywhere in the bid and we agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

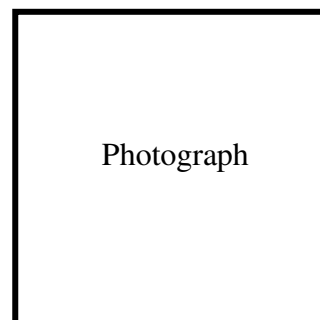
We understand that you are not bound to accept the lowest priced or any bid that you may receive.



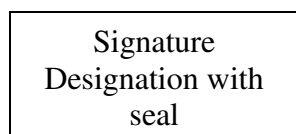
Photograph



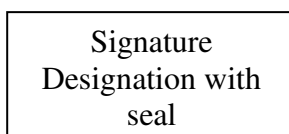
Photograph



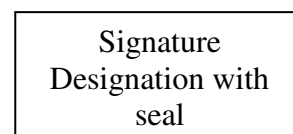
Photograph



Signature  
Designation with  
seal



Signature  
Designation with  
seal



Signature  
Designation with  
seal



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### **Quotation of Rent**

We are pleased to offer the rent of Rs. \_\_\_\_\_ Per Sq., Feet \_\_\_\_\_ (in words) for the space earmarked for the Printing Division in the basement of Library.

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Yours Sincerely,

Signature

Proprietor/Partners of Firm