

Dr. B. R. AMBEDKAR UNIVERSITY DELHI

AUD TENDER DOCUMENT FOR OPERATING PHOTOCOPY SHOP IN KASHMERE GATE CAMPUS OF DR. B. R. AMBEDKAR UNIVERSITY DELHI

- | | | | |
|----|--------------|---|--------------------------------------|
| 1. | Annexure I | : | Technical Bid |
| 2. | Annexure II | : | Financial Bid |
| 3. | Annexure III | : | Undertaking |
| 4. | Annexure IV | : | Format for performance certification |
| 5. | Annexure V | : | Proforma of contract agreement |

**Dr. B.R. Ambedkar University Delhi
Lothian Road, Kashmere Gate
Delhi-110 006
Contact No: 011-23863744
Email: arestate@aud.ac.in**

Schedule of Tender

Tender enquiry Number	No. AUD/1-10 (108)/2017/Photocopy/3	
Date/ time of release of tender through e-procurement solution	07.10.2021	03:00 PM
Start date/ time of submission of online bid	07.10.2021	05:00 PM
Pre bid meeting	14.10.2021	02:30 PM
Last date/ time of downloading bid document	27.10.2021	03:00 PM
Last date/ time of submission of online bid	27.10.2021	04.00 PM
Date/ time of opening of Technical bid	27.10.2021	04.30 PM
Date/ time of opening of Financial bid	Will be notified later	



No. AUD/1-10(108)/2017/Photocopy/

Dated: 07.10.2021

To,

Subject: **Notice inviting tender for operating Photocopy Shop in Kashmere Gate Campus of Dr. B. R. Ambedkar University Delhi (AUD)**

Tenders are invited from eligible and experienced Persons/ Companies/ Firms/ Agencies for operating Photocopy Shop in Kashmere Gate Campus of Dr. B. R. Ambedkar University Delhi. Separate Technical Bid and Financial Bid shall be submitted online as per the following details:

Last Date of submission of tender:	27.10.2021 at 4.00 PM
Date of Opening of Technical Bids:	27.10.2021 at 4.30 PM

Bidders should read the tender document carefully and comply strictly with the conditions, while submitting their bids. Clarifications, if any, may be sought from AUD Estate Division on Telephone No. 23863744. Tender can be submitted online on website 'govtprocurement.delhi.gov.in'. Manual bids will not be accepted under any circumstances.

Deputy Registrar (Estate)

Terms & Conditions of the Tender

1. Parties:

Parties to the contract are the Tendering Person/ Firm/ Company/ Agency and the Dr. B. R. Ambedkar University Delhi (AUD).

2. Contractor:

The term Contractor shall mean Person, Company, Firm, Agency or the party to whom the Contract is awarded and shall include his/ her/ their heirs, legal representative, assigns and successors.

3. Scope of Work:

Operating Photocopy Shop in Kashmere Gate Campus of Dr. B. R. Ambedkar University Delhi.

4. Location:

The Photocopy Shop will be operated in the Kashmere Gate Campus of Dr. B. R. Ambedkar University Delhi. The Bidders, in their own interest, are advised to inspect the site at their own cost and see its physical condition before submitting tenders. Estate Division, AUD may be contacted on Telephone No. 23863744 for this purpose.

5. Eligibility Criteria:

(a) In the last three years, the Contractors should have successfully provided photocopy services to any department of Central or State Government/ Public Sector Undertakings/ Autonomous bodies of Govt. of India or State Govt./ Educational Institutions/ Professional Bodies in India or abroad.

(b) The Bidders' performance for the work should be certified by the concerned organization.

(c) The Bidder should be located in Delhi NCR.

(d) The Bidder should have PAN No. and should submit legible attested copy of the document with Technical Bid.

6. Validity of Bids:

The bids shall be valid for a minimum period of 90 days, computed from the date of opening of Financial Bid. The validity may be further extended for a further period of three months by mutual consent.

7. General Conditions:

(a) Both Technical and Financial Bid are to be submitted concurrently duly digitally signed on the Delhi Government's Public Procurement Portal '**govtprocurement.delhi.gov.in**'.

(b) The online bids (complete in all respect) must be uploaded online in two documents; (**Technical bid** and **Financial bid**) as per Annexure-I and Annexure-II. However, Financial bid will be submitted separately as per BOQ format and not along with technical bid.

(c) The bidders shall have a valid digital signature certificate for participation in the online tender process. The cost of digital signatures, if any, will be borne by respective bidders.

(d) All other documents as per requirement of Technical Bid shall be uploaded online through portal website '**govtprocurement.delhi.gov.in**'. The Bidder shall bear all costs associated with the preparation of his tender document including cost of any clarifications, required by AUD.

(e) When deemed necessary, AUD may seek clarification on any aspect from the Bidders. However, that would not entitle the Bidder to change or cause any change in the price quoted. AUD may, if so required, ask the Bidder to give presentation for the purpose of clarification on the tender. All expenses for this purpose as also for preparation of documents and other meetings will be borne by the Bidder.

(f) AUD will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.

(g) A tender determined as not substantially responsive will be rejected by AUD and may not subsequently be made responsive by the Bidder by rectifying the non-conformity.

(h) AUD may waive off any minor infirmity or non-conformity in the tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of other Bidders. The decision of AUD in this regard will however be final and binding.

(i) Bidder shall not be permitted to withdraw his/ her/ their offer or modify the terms and conditions thereof after acceptance of tender. In case the Bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rate, Performance Guarantee,

will be forfeited by the University. Besides this, the Bidder will also liable to be debarred/ blacklisted from participating in the tendering process of AUD in future or fined.

(j) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing in any form or try to influence the process either directly or indirectly shall be liable for rejection by AUD.

(k) Tender containing any condition leading to unknown/ indefinite liability is liable to be summarily rejected.

(l) Any modification/ corrigendum issued with regard to this tender document shall be uploaded on 'govtprocurement.delhi.gov.in' website only. Bidders are, therefore, requested to visit the website regularly till the last stipulated date of submission of the tender for ascertaining any modification/ corrigendum issued in this regard.

(m) The tender bid and copies of certificates uploaded by the Bidder in pdf form should be duly signed at the given places, together with initials on every page by the authorized person of the Bidder. Initial/ signature will indicate the acceptance of the tender document by the Bidder.

8. Technical Bid : The bidder will upload following documents along with the Technical Bid:

(a) Technical Bid, duly filled in the prescribed format specified at Annexure I of this tender document. Bidders are required to sign on every page of Technical Bid and upload the same online.

(b) Copy of PAN No.

(c) Copies in support of executing similar work as per Para 5 (a) above.

(d) Certificate for not being blacklisted (Annexure III).

9. Financial Bid:

(a) The Financial Bid should be uploaded in the format given in Annexure–II. The Financial bid of the tender will be opened after evaluation of the technical bids and only such bidders, whose bids are qualified in technical evaluation, shall be called for opening of their commercial bids. Financial Bid should be filled in only as per unit for which rate is called. Deviation from prescribed unit will cause rejection of the whole tender. It should be uploaded separately as per BOQ format and not along with technical bid.

(b) The consolidated price quoted shall be firm and final and payable for the work completed/ items delivered & installed and shall include all taxes (incl. GST), duties, cartage, labour charges etc. as applicable. Vague offers such as custom duty extra, cartage extra, tax

extra etc shall not be accepted. Any extra taxes, duties, levies not written in the Financial Bid table but written separately at any other place in the bid document shall not be considered and the bidder shall bear it.

(c) If no amount is mentioned against any item/ column then its value shall be considered as ZERO and Bidder has to provide/ supply that item/ facility free of cost.

(d) If there is a discrepancy in rates between figures and words, the amount given in words will prevail.

(e) The rates will be valid for a period of one year, computed from the date of award of contract.

10. Performance Security:

(a) The Contractor selected would be required to furnish a Performance Security deposit to the tune of 3% of the contract value **within fifteen working days** from the date of issue of work order, in the form of Demand Draft/ FDR/ Bank Guarantee from any Scheduled Bank in favour of "**Registrar, Dr. B.R. Ambedkar University Delhi**" payable at Delhi. In case the Performance Security is submitted in the form of Bank Guarantee, the same should be valid for a period of 03 (three) months beyond the date of expiry of the contract.

(b) The Performance Security Money so deposited will be retained for a period of three months after the contract has concluded and to be refunded along with balance payment without any interest.

11. Criterion for Evaluation of Tenders:

(a) Online bids (complete in all respect) received will be opened as per stipulated time and date indicated in Notice Inviting Tender of the tender document in presence of bidder/ authorised representative of bidder, if available at Dr B. R. Ambedkar University Delhi, Kashmere Gate, Delhi-110006.

(b) The evaluation of bids will be done by a Tender Evaluation Committee first on the basis of information furnished in Technical Bid and then on the basis of commercial information furnished in Financial Bid. Financial Bids shall be opened only in respect of those Bidders only, who will qualify the conditions/ criteria of Technical Bid.

(c) It shall be noted that required documents submitted along with the Technical Bid will be perused/ examined and in case of any deficiency, the bid will be rejected.

(d) The criteria prescribed in respect of years of operation in the business, experience of similar class of work completed etc will first be scrutinized and the applicant's eligibility for the work will be determined.

(e) AUD shall obtain feedback from the previous/ present clients of the Bidder and also depute its Evaluation Committee to inspect the site(s) at present contract(s) for on-the-spot first hand information regarding the quality of services provided by the Bidder, which will form the basis for evaluation of Technical Bids. The decision of the AUD in this regard will be final and binding on all Bidders.

(f) As a part of the process to evaluate the Technical Bids, the Tender Evaluation Committee may invite the Bidders to make a presentation before it. Bidder may also be asked to produce a sample of each item for inspection / display the items or equipment used during the process.

(g) At the time of opening of Financial Bids, the price of each bidder shall be read out on the spot. However, it shall be noted that the final Financial Bid prices would be arrived at after detailed scrutiny/ correction of arithmetical errors in the Financial Bid, if any.

(h) The bidder is required to quote prices for all the items listed in Financial Bid proforma. The sum total of rates shall be considered to ascertain L1 Bidder.

(i) Merely becoming the lowest bidder, prior to Financial Bid scrutiny will not give any right to the lowest bidder to claim that he/ she is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure by the Tender Evaluation Committee.

12. Award of Work:

(a) The tender shall be awarded to one bidder on the total value of all the items.

(b) AUD will have the right to make alternative arrangement for completion of the work through some other Contractor of its choice at his/ her/ their risk and cost, in case the successful bidder fails to complete work. In that event, the entire cost so incurred by AUD will have to be recovered from the original Contractor **and the same will be deducted from the Bill/ Performance Security amount.**

(c) When deemed necessary, AUD may seek clarification on any aspect from the Bidders. However, that would not entitle the Bidder to change or cause any change in the price quoted. AUD may, if so desired, ask the Bidder to give presentation for the purpose of clarification of the tender. All expenses for this purpose as also for the preparation of documents and other meetings will be borne by the Bidder.

13. Right of Acceptance and Other Provisions:

- (a) AUD reserves the right to accept or reject any or all bids/ quotations without assigning any reason and also does not bind itself to accept the lowest bid/ quotation or any tender. Any failure on the part of the Bidder to observe the prescribed procedure and any attempt to canvass for the work will prejudice to the Bidder's quotation or any tender. Successful Bidder will be informed of the acceptance of his/ her bid in writing. Necessary instructions regarding the amount and time provided for Security Deposit, if any, will be communicated.
- (b) Any failure on the part of the Contractor to observe the prescribed procedure and any attempt to influence AUD for furtherance of his/ her interest, the work order will be cancelled forthwith. The decision of AUD in this regard will be final.
- (c) AUD reserves the right to accept the whole or any part of the tender as portion of the quantity offered, which the Bidder shall supply at the rates quoted.
- (d) AUD reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage, in case of any change in requirement.

14. Description of Work:

- (a) All equipment and staff utilized in this service will be totally dedicated for exclusive use of AUD, its students, faculty & staff members.
- (b) The specification of paper to be used for photocopying / printing shall be of at least 70 GSM of J.K. Paper / TNPL / Modi Xerox brands. However, AUD may approve one or two other equivalent brands of 70 GSM paper. Upon approval the Contractor shall have the right to use any of the approved paper.
- (c) Photocopying, Printing and Spiral Binding machines are required to be installed at the cost of Contractor.
- (d) The specifications for photo copy and print shall be minimum 600 x 600dpi.
- (e) The operating hours shall be from 8.00 am to 6.00 pm. There will be six working days in the week, Monday to Saturday. The Photocopy Shop shall remain closed on Sundays/ Closed Holidays. 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.
- (f) The Contractor shall provide adequate competent full-time staff, who will be responsible on site for all aspects of running and managing the facility. The Contractor will provide substitute fully trained staff whenever the regular operator is on leave due to absenteeism or sickness.

- (g) The Contractor will be responsible for arranging all equipment, service and maintenance to meet high standards of consistent quality.
- (h) The Contractor will maintain a stock control system and provide all relevant supplies including paper, stapler pins, toner and all consumables necessary to run the photocopy/ print/ spiral binding machines.
- (i) In case of machine break down, the Contractor will provide immediate backup machine so that the down time is minimized to less than 4 hours and work of AUD students & staff members is not held up.
- (j) Security of all documents will be protected and under no circumstances papers given for photocopy or copies thereof shall be taken out of the premises or given to persons not authorized by AUD students & staff members.
- (k) 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 1923, Child Labour (Prohibition and Regulation) Act 1986 and such other relevant enactments, that are issued by GNCT of Delhi/ Govt. of India from time to time, in respect of staff engaged by the Contractor to provide the service.
- (l) The Contractor shall indemnify and keep indemnified the University against all losses and claims for injuries and or damages to any person or property and shall keep the University 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. All other statutory requirements must be fulfilled by the contractor themselves.
- (m) The Contractor shall raise bill on monthly basis and submit the same succeeding month for payment. AUD shall deduct TDS and any other Government levies applicable on bills as per Government instructions/ notifications issued from time to time.
- (n) The space to install the machines and to keep material such as paper and ink etc. will be provided by AUD. The Contractor will pay monthly license fee at the Government rates for use of this space. Electricity bill shall also be paid monthly as per the Government rates (plus GST as applicable from time to time). AUD shall install an electrical sub meter for this purpose.
- (o) The Contractor shall not make any alterations or additions to the space provided in the University for operating Photocopy Shop. The Contractor shall not occupy any other area for any purpose, which has not been allotted by the University.

(p) AUD will not be responsible for any damage to the machines arising out of unusual occurrences, for example voltage fluctuations, seepage of water etc .The insurance of the equipment and staff utilized for providing this service will be borne by the Contractor.

(q) The Contractor shall not assign or sublet the work or any part of it to any other person or party.

(r) The Contractor shall be personally responsible for conduct and behaviour of his/ her staff and any loss or damage to AUD's moveable or immovable property due to the conduct of the staff shall be made good by the Contractor.

(s) The rules and regulations of AUD, which are applicable on staff of the University, shall also be applicable on employees of the Contractor. They shall comply with all norms stipulated by the University to maintain discipline, safety, security and hygiene at and around the work site. If it is found that the conduct or efficiency of any person employed by him/ her is unsatisfactory, the Contractor shall have to remove that person and engage a new person within 48 hours of intimation by AUD.

(t) The Contractor/ workers shall have to follow the security regulations as directed by Security and Administration of the University. No accommodation will be provided in the campus for the workers and the Contractor shall make his/ her own arrangements.

(u) The Contractor shall sell all items/ provide services at the rates mentioned in the financial bid and no changes, what-so-ever shall be made without prior written approval of the AUD. In case the contract is extended further after one year, the revision in the quoted rates to the extent of maximum 10% on yearly basis can be considered.

(v) The Contractor shall allow unhindered access to the University and/ or any other party or person, engaged by the University to work at the same site and /or to check / regulate /watch /guard/ measure/ inspect, solely or jointly with the Contractor.

(w) The Contractor shall have to operate Photocopy Shop in Kashmere Gate campus of AUD. However, in case AUD decides to start a Photocopy Shop in an existing campus or commences its operations from a new campus during the contract period, it will be at the discretion of AUD whether or not to allot a work to the Contractor there. If the University asks the Contractor to start a Photocopy Shop, he/ she will be bound to operate it.

15. Period of contract:

(a) The contract for Photocopy Shop shall remain valid initially for a period of one year. However, in order to evaluate the performance and services of the Contractor, the contract will have probationary period of three months. The contract for the remaining 9 months will be confirmed only if the services and quality of items provided by the Contractor are found satisfactory during the probationary period.

(b) In case the performance and services of the Contractor are not found satisfactory during the probationary period of three months, AUD reserves the right to cancel the contract and award the work to the L2 Bidder.

(c) The contract may be renewed by the AUD on satisfactory performance on mutually agreed terms and conditions for a further period of one year at a time.

16. Payment:

(a) The payment in respect of official photocopy bills of the AUD shall be released after scrutiny of authorization for work carried out at the prices offered by the Contractor. Any services provided without proper authorization by the designated authority of AUD will not be paid for.

(b) Payment shall be made through NEFT/ RTGS transfer only.

(c) Collection of bill amount from individual students and employees is the responsibility of Contractor only.

17. Breach of Terms and Conditions:

In case of breach of any of terms and conditions, the Competent Authority will have the right to cancel the work order/ job without assigning any reason thereof. Nothing will be payable by AUD in that event and Performance security deposit shall also stand forfeited. Besides, the Contractor will also be debarred/ blacklisted from participating in the future tendering process of the University. AUD's decision that a breach has occurred will be final and shall be accepted without demur by the Contractor.

18. Termination of the Contract:

(a) The Contract can be terminated by either party, i.e., AUD or the Contractor, after giving two month's notice to the other party extendable by mutual agreement till alternate arrangements are made. However, AUD reserves the right to terminate the contract without giving any notice in case the Contractor commits breach of any of the terms of the contract.

(b) On termination of the contract, the Contractor will hand over all the equipments/ furniture/ articles etc., supplied by AUD, in good working condition, back to AUD.

(c) If the successful bidder withdraws or the services provided by the Contractor are not found satisfactory during the probationary period of three months from the date of taking over charge of the Photocopy Shop, AUD reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements.

19. Penalty:

(a) Subject to the provisions of the tender, any breach of contractual obligations towards performance of satisfactory services shall render the Contractor liable to any or all of the following sanctions:

- (i) Imposition of liquidated damages;
- (ii) Forfeiture of its performance security;
- (iii) Termination of the contract for default;
- (iv) Blacklisting the Contractor.

(b) AUD reserves the right to impose a penalty of Rs 500/- or upto 20% of the total value of the order, whichever is more, on the Contractor for delay in completion of work/ unsatisfactory performance/ unacceptable quality, willfully or otherwise by the Contractor or his/ her staff.

(c) If the AUD is not satisfied with the quality of services provided or behavior of the Contractor or his/ her employees, the Contractor will be served with 48-hour notice to improve or rectify the defect(s), failing which the AUD will be at liberty to take appropriate necessary steps as deemed fit.

20. Force Majeure:

(a) For purpose of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited, acts of the University either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargo.

(b) If a Force Majeure situation arises, the Contractor shall promptly notify the University in writing of such conditions and the cause thereof. Unless otherwise directed by the University in writing, the Contractor shall continue to perform its obligations under the Work Order as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

21. Agreement:

The successful Bidder shall sign the agreement given at Annexure V on a stamp paper of the appropriate denomination and submit the same to the Registrar, Dr B. R. Ambedkar University Delhi within 15 days of the receipt of notification of award of contract.

22. Arbitration:

(a) If dispute or difference of any kind shall arise between AUD and the Contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

(b) If the parties fail to resolve their dispute or difference by such mutual consultation, the same shall be referred to the sole arbitrator, to be appointed by the Vice Chancellor, AUD at Delhi as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules framed there under. His/ Her decision will be final & binding on both the parties. The venue of arbitration shall be Delhi, India.

23. Legal Jurisdiction:

The agreement shall be deemed to have been concluded in the National Capital Territory of Delhi and all obligations hereunder shall be deemed to be located at the NCT of Delhi and the Court within NCT of Delhi will have jurisdiction to the exclusion of all other Courts.

Technical Bid

1. Name & Postal address of Agency:

Telephones Nos.:

Fax Nos.

E-mail:

Mobile Nos:

2. Name & address of Owners/ Partners/ Directors :

3. Nature of Agency (Sole/ Partnership/ otherwise) :

4. If Registered, Regn No with validity of registration with appropriate authority:

5. GST Registration No., if held:

6. PAN No. (Upload copy):

7. Has your organization been placed in defaulter category by any Govt. Department/ PSU/ Private organisation? If not, please upload a certificate as per Annexure III to this effect.

8. Are you related in any way with any staff member of AUD : Yes/ No.

Check list

Sl. No.	Check list of documents/ Undertakings ?	YES/ NO	Remarks (Give explanation if answer is NO)
1	Is the performance certificate uploaded?		
2	Is copy of PAN No. uploaded?		
3	Is undertaking certifying that the Firm is not black listed signed as per Annexure III and uploaded?		
4	Have all uploaded documents been duly signed on each page?		

Place :

Signature of the Proprietor/ Authorized Signatory

Date :

Rubber Seal indicating complete address

Financial Bid (To be filled in BOQ in E-eTender site of Govt. of NCT of Delhi)

Sl. No.	Description (Items/ Particulars)	Accounting Unit	Quantity	Rate per Unit (Rs) in figures (Incl. taxes & duties)	Rate per Unit (Rs) in words
1	Photocopy one side (A4 sheet)	Nos.	01		
2	Photocopy both sides (A4 sheet)	Nos.	01		
3	Print out single and double side up to 100 copies (A4 sheets)	Nos.	01		
4	Print out single and double side above 100 copies (A4 sheets)	Nos.	01		
5	Lamination of A4 size sheet with 5 mils transparent film	Nos.	01		
6	Spiral binding up to 50 pages	Nos.	01		
7	Spiral binding up to 100 pages & multiplication thereof	Nos.	01		
	Total				

Amount in words Rupees

.....

NOTE :

(a) Financial bid will be submitted separately as per BOQ format and not along with technical bid.

(b) The quoted rates shall include all taxes, duties, cartage, labour charges, insurance, custom duty etc. as applicable and no extra shall be payable on this account.

Signature : Name & Designation :

Name of the Firm/ Agency : Seal of bidder :

UNDERTAKING (To be uploaded with Technical Bid)

It is certified that I/ my Firm/ Agency/ Company has never been **black listed** by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or any private organisations and no criminal case is pending against the said Firm/ Agency/ Company as on _____.

Signature : Name & Designation :

Name of the Firm/ Agency : Seal of bidder :

Place: _____

Date: _____

FORMAT FOR PERFORMANCE CERTIFICATION

(Furnish this information for each individual work from the employer for whom the work was executed)

1. Name of the Contract and location

2. Agreement no.

a. Scope of Contract

b. Annual Contract Cost

c. Date of start

d. Period

e. Amount of compensation levied, if any

f. Performance Report (Tick the response)

Quality of photocopy/ lamination/ spiral binding –

Good/

Satisfactory/

Unsatisfactory

g. Compliance of all statutory requirements- Yes / No

(Signature of the Contract Running Authority)

(Seal of the Organization)

Date:

Agreement to be signed for Rate Contract

<Stamp paper of requisite amount>

**Rate contract for operating Photocopy Shop in Kashmere Gate Campus of the
Dr. B. R. Ambedkar University Delhi (AUD)**

This agreement is made on _____ 2021 between the Dr. B. R. Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 hereinafter referred to as "AUD", and M/s _____, a Person/ Firm/ Company/ Agency with registered office at _____, hereinafter referred to as "Contractor",

and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

WHEREAS the Contractor has tendered for operating Photocopy Shop in AUD as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted and the Contractor has deposited with the Tendering Authority the sum of Rs. _____ (Rupees _____ only) as performance security for the fulfillment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The Contractor has accepted the contract on the terms and conditions set out in the tender notice No. _____ dated _____, which shall hold good during period of this agreement.
2. Upon breach by the Contractor of any of the conditions of the agreement, the Tendering Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the AUD to claim damages for antecedent breaches thereof on the part of the Contractor and also to reasonable compensation for the loss occasioned by the failure of the Contractor to fulfill the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive evidence of the amount of such compensation payable by the Contractor to the AUD.
3. Upon the determination of this agreement whether by effluxion of time or otherwise, the said deposit shall after the expiration of two months from the date of such determination be returned to the Contractor but without interest and after deducting there from any sum due by the Contractor to the Government under the terms and conditions of this agreement.

4. This agreement shall remain in force until the expiry of 12 months from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving one month's notice in writing without compensating the Contractor.

5. The Tendering Authority may give notices in connection with the contract. In consideration of the payments to be made by the AUD to the Contractor as hereinafter mentioned the Contractor hereby covenants with the AUD to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

6. The Tendering Authority hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

7. If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the services in accordance with the conditions mentioned in the tender, the Tendering Authority shall be entitled to render services from else other organization after giving due notice to the Contractor on the amount and at the risk of the Contractor without canceling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

8. In the event of action to be taken, the Contractor shall be liable for any losses, which the Tendering Authority, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

Signed:

For and on behalf of
Dr B. R. Ambedkar University Delhi

Authorised Signatory

For and on behalf of
M/s _____

Authorised Signatory

Witness 1 _____

Witness 2 _____

Witness 1 _____

Witness 2 _____