

Kundeshwari, District – Udham Singh Nagar, Kashipur – 244713

(Web Site: www.iimkashipur.ac.in)



### **TENDER DOCUMENT**

#### FOR RATE CONTRACT OF PHOTOCOPY WORK

NOTICE INVITING TENDER (NIT) NO.

IIMKASHPUR/PUR DEPTT /NIT/ 04 / 2020-21 DATED 26 APR 2021

#### SECTION - I

The Indian Institute of Management (IIM) Kashipur, having its office at Kundeshwari, District – Udham Singh Nagar, Kashipur, Uttarakhand – 244713, is an Institute of national importance under the aegis of the Ministry of Education, Government of India set up to provide management education of high quality and to promote allied areas of knowledge and inter-disciplinary studies.

The IIM Kashipur invites bids in single bid system from reputed, experienced and financially sound advertisement agencies/companies.

#### **Brief Tender Details:**

Tender Description	Tender Fees (Rs.)	EMD Value (Rs.)	Contract Period
Tender for rate contract from Photocopy Work	1,180/-	20,000/-	Minimum 02 yrs from the date of contract.

The tender document can be downloaded from Institute website: www.iimkashipur.ac.in and Central Public Procurement (CPP) portal http://eprocure.gov.in/epublish/app and bids are to be submitted (hard copy) at IIM Kashipur as prescribed in the tender document. Kindly adhere to the last date and time of submission of the tender.

#### **Critical Dates of Tender:**

SI. No	Particulars	Date	Time
1	Date and Time of online Publication/Download of Tender	26 Apr 2021	1300hrs
2	Bid Submission start date & time	26 Apr 2021	1000hrs
3	Bid Submission close date & time	25 May 2021	1100hrs
5	Opening of Technical Bid	25 May 2021	1130hrs

#### **INSTRUCTIONS TO BIDDERS**

1. Bids in sealed cover are invited for rate contract under two bid system (Technical Bid placed as Annexure-I and Financial Bid placed as Annexure-II) from reputed experienced and financially sound parties listed in this NIT. Please super scribe the outer cover of the sealed bid as <u>"RATE CONTRACT OF PHOTOCOPY WORK"</u>, <u>NIT/04 (dated 26 Apr 2021)</u> to avoid the Bid being declared invalid. Bids not super scribed with the details mentioned above may be declared invalid.

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- 2. The Financial bids of only eligible and technically qualified bidders will be evaluated. Considering the urgency of the work, no requests for extending the deadline shall be considered.
- 3. The address, contact numbers, date of issue of quotations document, last date of submission of bids, date and time of opening of bids for sending Bids or seeking clarifications regarding this NIT are given below:-

Bids/queries to be addressed to	STORE AND PURCHASE OFFICER
Postal address for sending the Bids	STORE AND PURCHASE OFFICER INDIAN INSTITUTE OF MANAGEMENT, KASHIPUR KUNDESHWARI, KASHIPUR, DIST. UDHAM SINGH NAGAR, UTTARAKHAND (INDIA) PIN – 244713 Website: www.iimkashipur.ac.in
Name/Designation of the contact personnel	STORE AND PURCHASE OFFICER
Telephone numbers of the contact personnel	91-7088270882,7900444090 / 321
e-mail ids of contact personnel	purchase@iimkashipur.ac.in
Last date and time of submission of bid	25 May 2021 at 1100hrs hrs. Any changes of the schedule will be notified on the Institute's website.
Date and time of opening of Technical Bid	25 May 2021 at 1130 hrs onwards. Any changes of the schedule will be notified on the Institute's website. If the date is holiday, the next working day will be the opening date of the tender. Financial Bids of only those firms will be evaluated, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the duly constituted Committee.

- **4.** Cost of Bid Document/Tender Fee: Bidders can download bid / tender document from the website of IIM Kashipur and CPPP portal and submit the non-refundable processing fee of ₹ 1000/- +GST @18% = Rs. 1,180/- (Rupees One Thousand One Hundred and Eighty only) in the form of Demand Draft in favour of "Indian Institute of Management, Kashipur".
- **5. Issue of Tender:** The tender document can be downloaded from the Institute website www.iimkashipur.ac. In or eprocure.gov.in. The tender cost is Rs. 1,180/- (non-refundable) is to be rendered through a demand draft as cited above. Please keep visiting our website for any corrigendum/amendments and submit the bid document accordingly.
- **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box placed at Main Gate of IIM Kashipur or should be sent by registered post/courier at the address given above to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal/courier delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e- mail will not be considered.
- 7. The NIT is to be signed on all the pages by the bidder. This NIT is being issued with no financial commitment. IIM Kashipur also reserves the right to withdraw the NIT, should it become necessary at any stage for withdrawing the NIT.
- **8.** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. This event will not be postponed due to non-presence of your representative.

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- **9.** <u>Forwarding of Bids</u> Bids should be forwarded by Bidders in a sealed envelope by duly super scribed as stipulated above and this should contain two separate envelopes of Technical Bid and Financial Bid, duly marked with the content on each. The Technical Bid should contain copy of NIT document duly singed and stamped on each page along with Annexure-I of the NIT supported by demand drafts (Tender Fees and EMD) as specified above and all the documentary proofs to establish eligibility and their potential of professional readiness for the services. Financial Bid envelope should contain Annexure-II of the NIT, duly filled and signed.
- **10.** Clarification regarding contents of the NIT: A prospective bidder who requires clarification regarding the contents of the bidding documents shall send their query/queries at <a href="mailto:purchase@iimkashipur.ac.in">purchase@iimkashipur.ac.in</a> latest by 21 May 2021, any queries received beyond the above mentioned timeline shall not be entertained. IIM Kashipur response to the queries shall be uploaded on the website.
- 11. <u>Modification and Withdrawal of Bids</u>: A bidder may modify or withdraw his bid after submission, provided that the written notice of modification or withdrawal is received by the IIM Kashipur prior to deadline prescribed for submission of bids. A withdrawal notice should on a signed confirmation copy to be sent by post or by email and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security. Submission of bid means that bidder has read all the terms and conditions of this Tender Documents carefully and will comply with them unconditionally. Conditional bids shall not be accepted.
- **12.** <u>Rejection of Bids</u>: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD.
- 13. Validity of Bids: The Bids should remain valid till 90 days from the last date of submission of the Bids.
- 14. <u>Earnest Money Deposit (EMD)</u>: Bidders are required to submit (EMD) of amount Rs. 5,000/- (Rupees Five Thousand only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft from any of the public sector banks or a private sector bank authorized to conduct government business payable in favour of "Indian Institute of Management, Kashipur" payable at Kashipur. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Security Deposit from them as called for in the contract. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.
- a Security Deposit: The Bidder will be required to furnish a Security Deposit by way of Demand Draft through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to Rs. 50,000/- (Rupees Fifty Thousand only) within 30 days of receipt of the confirmed order. EMD shall be release after receiving Security deposit from the successful bidder.
- The Security Deposit shall be released after the completion of the work pursuant to this Contract based on the "Completion Certificate" issued by IIM KASHIPUR stating that the Bidder has completed the work in all respects, satisfactorily. The Security Deposit, however, shall be released only after the expiry of the contract period, and after clearance of the final bill based on "No Claim Certificate" from the Bidder.
- **15.** <u>Payment Terms</u> Payments will be made through ECS/ NEFT on regular basis after submission of the ink- signed bills for the completed services. Taxes like GST etc. will be paid as per Govt. norms. No advance



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payment(s) will be made. On receipt of the Final payments, the Bidder shall furnish a "No Claim Certificate" to IIM Kashipur.

# SECTION – II Conditions of the Contract

#### 1. General Terms and Conditions:

- (a) The contract will be for two years starting from the date of awarding the contract. The contract shall be extendable annually on satisfactory performance and mutual consent of both the parties. Proposed date of commencement of the Work/Contract: 01 Jun 2021.
- (b) The Contractor shall not appoint any sub-Contractor to carry out any obligations under the contract or sub- let the contract.
- (c) Any one or more the following action/commission/omission are likely to cause summary rejection of tender:
- i. If the EMD and/ or Tender fee is not found in order or receipts are not attached with the Technical Bid.
- ii. Any bid received late without conclusive proof that it was delivered before the specified closing time.
- iii. Any bid received unsealed or improperly sealed
- iv. Any conditional bid or bid offering rebate
- v. Any bid in which rates have not been quoted in accordance with specified formats/details as specified in the Bid Documents
- vi. Any effort by a bidder to influence the IIM Kashipur in the bid evaluation, bid evaluation, bid comparison or contract award decision.
- (d) IIM Kashipur reserves the right to negotiate with first lowest bidder to arrive at the fair and reasonable price. The lowest bidder shall be decided by the price quoted as per financial bid.
- (e) The successful contractor should execute a Contract on non-judicial stamp Rs. 100/-, incorporating the various terms and conditions. In the event of bidder backing out before actual award of execution of Contract, such bidder will be liable to forfeit the EMD. The decision of the Hon'ble Director of IIM Kashipur will be final in all respect and will be acceptable to all the tenderers.
- (f) The IIM Kashipur reserves the right to accept / reject / select more than one Contractor and to annul the bidding process of any or all bids at any time prior to award of contract without thereby incurring any liability to the affected bidders.
- **2. Non-disclosure of Contract documents**: Except with the written consent of IIM Kashipur, other party shall not disclose or share any contract/ provision, specification, plan, design, pattern, sample or information about the institute thereof to any third party.
- **Termination of Contract**: IIM Kashipur shall have the right to terminate this Contract in part or in full in any of the following cases:-
- (i) The agreement may be terminated in whole or in part, by either party in the event of a material breach by a party that is not cured within thirty (30) days of notice from the non-breaching party.
- (ii) This Agreement may be terminated in whole or in part, by a Party for convenience, on ninety (90) days prior written notice to the other Party.

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- (iii) In addition to the above, either Party may terminate this Agreement if the other Party (a) admits in writing its inability to pay its debts generally as they become due, or (b) makes an assignment for the benefit of its creditors, or (c) institutes or consents to the filing of a petition in bankruptcy, whether for reorganization or liquidation, under federal or similar applicable state laws, or (d) is adjudged bankrupt or insolvent by a court having jurisdiction, then in any of such events, the other Party may, by written notice, immediately terminate this Agreement, without further liability to the other Party, except to produce or pay all accrued payments.
- **4.** <u>Amendments:</u> No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
- **Non-Solicitation:** During the term of the Agreement and for a period of one (1) year thereafter, neither Party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or subcontractor/s of the other Party, or aid any third person to do so, without the specific written consent of the other Party. For the avoidance of doubt, this restriction applies only to those employees who relate to the services performed under this Agreement. The clause does not prevent hiring based on responses by employees to public advertisement on any media that are not specifically targeted at the other Party's employees.
- **Notices**: All notices, requests, demands or communications required hereunder shall be in writing inclusive of electronic means as recognized by IT Act 2000 (including any statutory modifications thereof) and shall be deemed to have been given or made (a) if by mail when deposited in the mail by certified mail, postage prepaid return receipt, requested at its address set forth on the signature pages hereto (b) if by telecopy when sent by used telecopy to the telecopy number set forth on the signature page hereto provided. Either Party may change its address or telecopy number for notice, by providing notice to the other Party of such change in the manner and within such time as provided herein.
- **Force Majeure:** Neither Party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to causes beyond its control or without its fault or negligence, including, without limitation, riots, wars, fires, epidemics, lack of human or material resources, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of god or state or any public enemy, or acts mandated by any applicable laws, regulation or order (whether valid or invalid) of any governmental body. If a force majeure event occurs the affected Party shall inform the other Party promptly and will use reasonable efforts to mitigate adverse effects and to resume performance as soon as practicable. Should the force majeure event extend beyond fifteen (15) days either Party shall have the right to terminate the Agreement upon immediate written notice without any penalty or liability. However the existing liabilities of the Parties and the Institute's payment obligations for services successfully performed, provided the same is not affected by a force Majeure event, shall remain and not be affected by the force majeure event.

### 8. OWNERSHIP AND RIGHTS:

(a) Except as expressly set forth in this Agreement, the ownership in the data/documents/Content etc. including all intellectual property rights, background rights, proprietary information, and know-how shall remain the exclusive property of the Institute and Contractor shall have no right, title, claim or interest therein whatsoever.

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- (b) Unauthorized Use: Contractor shall ensure that it would notify in writing to the Institute any unauthorized use including any misuse of the data/ documents/Content etc. handled by Contractor under this Agreement. In the event of any violation of this Clause, Contractor shall be liable in the manner set forth in this Agreement without prejudice to the other rights that the Institute may have under this Agreement and the law.
- (c) Copies: Contractor may make copies of data/ documents/Content etc. with the prior written requisition from the employees of the Institute mentioning the number of copies. Contractor shall ensure that the copies are not misused in any manner, failing which Contractor shall be liable to the Institute for any loss, without prejudice to the other rights that the Institute may have under this Agreement or the law.
- 8. **Confidentiality**: Both the Parties hereby undertake that under no circumstances whatsoever they shall disclose any of the Terms of this Contract and all or any Confidential Information belonging to the other party like financial plans, business plans, and others, declared confidential to which they might have access during the association with one another in terms of this Contract, except to the extent that is already in public knowledge/ domain. The Confidential Information as hereinabove detailed shall not be disclosed during the subsistence of this Contract and thereafter for a period of five years from the date of termination of this Contract for whatever reason. The Contractor acknowledges that she/he will receive the Institute information and/or material of a confidential nature. Unless information or material is specifically identified as being non confidential, all information and material transmitted by the employee shall be treated as confidential information. In consideration of the disclosure of the information by the Institute, the Contractor undertakes:
  - (a) Not to disclose to any third party such confidential information from the date such information becomes known to it, without the written permission of the Institute.
  - (b) Not to use, disclose or transfer in any way any of the Institute's confidential information.
  - (c) At any time upon request of the Institute, to return promptly to it all documents and other materials containing confidential information including all copies thereof.
- 9. <u>Indemnity:</u> The Contractor (Indemnifying Party) shall indemnify, defend and hold harmless the IIM Kashipur (Indemnified Party), its directors, officers and employees from and against any and all losses claims, demands, liabilities (including attorney's fees) that arise from any errors and any act/commission/omission on the part of the Indemnifying Party or in connection with any work, obligation, authority delegated to the Indemnifying Party under this Contract.
- **10. Arbitration**: In the event of any dispute or difference arising out of or in connection with the Agreement including the interpretation on any other matter then in such events the Parties shall resolve such dispute or difference first by mutual discussion and if any dispute or difference arising out of this Agreement or interpretation of the Agreement or any other matter related to the Agreement continues after the same, it shall be referred to Sole Arbitrator to be appointed by mutual consent of both the parties and to be conducted in accordance with the Arbitration and Conciliation Act, 1996 (including the statutory modifications thereof). The Arbitration will be held in and conducted in the English language. The Parties to the dispute will instruct the arbitrators to render a decision within 30 days. The cost of arbitration shall be shared equally by both the parties and the decision of the arbitration shall be final and binding on the Parties.

**SECTION- IV** 

**SCOPE OF WORK** 



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"Hiring the services of photocopying with Photocopier Machine to be installed at IIM Kashipur and for related services including binding at IIM Kashipur". Operator/Contractor will provide necessary man power (operator cum technician), machines, consumables, paper etc. Only space and electricity will be provided by IIM Kashipur free of cost. The details of work are:-

S. No.	Details of the work					
1.	Printing / Photocopying A4 size B&W (70-75 gsm)					
2.	Printing / Photocopying A4 size B&W (100 gsm)					
3.	Printing / Photocopying A4 size colour (70-75 gsm)					
4.	Printing / Photocopying A4 size colour (100 gsm)					
5.	Printing / Photocopying A3 size B & W (70-75 gsm)					
6.	Printing / Photocopying A3 size colour (70-75 gsm)					
7.	Printing / Photocopying A1 size B & W (100 gsm)					
8.	Printing / Photocopying A1 size colour (100 gsm)					
9.	Printing / Photocopying A2 size B & W (100 gsm)					
10.	Printing / Photocopying A2 size colour (100 gsm)					
11.	Printing / Photocopying A0 size B & W (100 gsm)					
12	Printing / Photocopying A0 colour (100 gsm)					
13.	SPIRAL BINDING WITH COVER					
	Spiral binding for <=50 sheets					
	Spiral binding for <=100 sheets					
	Spiral binding for >100 to 200 sheets					
	Spiral binding for >200 sheets					
14.	Book Binding					
	(i) Paper Back					
	(ii) Hard Cover / Bond					
15.	Wiro Binding					
16.	Lamination of Identity Cards (Standard Size)					
	Lamination of A4 size					
	Lamination of certificates					
17.	Rates of any other relevant work you may like to offer (please specify)					



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18. Screen Printing

### The institute require four high speed photocopier machines in the premises.

- (a) All the expenses (i.e. Insurance, Service maintenance, necessary consumables including papers and spares, operation of the photocopier) to be incurred in the entire job by the firm/ contractor.
- (b) The operator will be engaged by the contractor and operator payment to run the photocopier machine will be borne by the contractor.
- (c) The operator shall have to be available during all the working days from 9.00 AM to 6.00PM and also on Sunday / Holidays, if required. However, this is subject to change without prior notice at the convenience of the IIM Kashipur.
- (d) During starting of new sessions, courses and time of extra classes, exams, the firm shall have to provide services beyond the prescribed timings, as and when needed.
- (e) Place and electricity will be provided by IIM Kashipur.
- (f) As the institute is providing free space and electricity, the firm should provide the best discounted rates for the same in Financial bid.
- (g) Machines are to be installed within 15 days from the date of award of contract/receipt of formal order.

#### SECTION - V

#### **Technical Eligibility Criteria of the Bidders**

#### 1. <u>Eligibility Criteria</u>

- (a) The agency should have valid GST registration (documentary evidence to besubmitted).
- (b) Minimum 02 (two) years of printing/photocopying experience of work undertaken for Government / Public Sector Undertakings / Autonomous Body and CFTI's. (Documentary evidence, work orders / certificates, to this effect should be enclosed)
- (c) Average Turn over in last 3 (three) financial years (2017-18, 2018-19 & 2019-20) shall not be less than Ten Lakhs. (A self-attested copy of certificate issued by a Chartered Accountant or Audited Annual Report shall be enclosed).
- (d) Contractor may visit/inspect the site before submission of the Tender document.
- (e) The Tender Fee is mandatory to be paid along with the bid. However, Tender fee and EMD is not required to be submitted by those MSE Bidders who are registered as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase organization or the concerned Ministry or Department. Exemptions, if any must be supported with legitimate documents and they shall have to enclose valid self-attested registration certificate(s) along with the tender to this effect.

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- (f) There should be no criminal case pending with the police against the Proprietor/ Firm/ Partner or the Company (Contractor) and the firm should not be blacklisted by Central Government /State Government/ PSU/any other Institutes. The declaration to such state as incorporated in Technical Bid will be assumed for this purpose.
- 2. <u>Evaluation Criteria</u> The broad guidelines for evaluation of Bids will be as follows:
- a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the NIT, both technically and commercially.
- b. The Bids forwarded by the Bidders will be evaluated by the IIM Kashipur with reference to the technical characteristics of the NIT. The compliance of Bids would be determined based on the parameters specified in the NIT and financial evaluation in total.
- c. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Financial Bid on Annexure-I
- d. The bidder should preferably sign Annexure-I of the NIT on the letter head of the firm. All the rates quoted should be inclusive of all taxes.
- e. The financial bid will be evaluated as a whole in totality. No piecemeal tender will be awarded. Tender will be awarded as a whole.
- f. In the event that the first lowest is more than one, then the financial capability of the firm (average of the turnover for last three years) is to be considered for finalizing the L-1 vendor. Decision taken by the committee, in this regard, shall be binding to all the applicants contesting for successful bidder position.

Signature of the Bidder Name and Address of the bidder Rubber Stamp of Prop. Or Firm or Company



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**ANNEXURE - I** 

(Refers to IIM Kashipur/NIT/04)

### **FINANCIAL BID**

Name of the Tende	erers Firm: _	 	 	 _		
"Hiring the service related services	•		•		•	

manpower (operator cum technician), machines, consumables, paper etc. The space and electricity will

be provided by IIM Kashipur free of cost.

S. No.	Details of the work	Rate offered
1.	Printing / Photocopying A4 size B&W	1(Rate per single copy)
	(70-75 gsm)	2(Rate per both side copies)
2.	Printing / Photocopying A4 size B&W	1(Rate per single copy)
	(100 gsm)	2(Rate per both side copies)
3.	Printing / Photocopying A4 size colour (70-75 gsm)	1(Rate per single copy) 2(Rate per both side copies)
4.	Printing / Photocopying A4 size colour	1(Rate per single copy)
	(100 gsm)	2(Rate per multiple copies)
5.	Printing / Photocopying A3 size B & W	1(Rate per single copy)
	(70-75 gsm)	2(Rate per multiple copies)
6.	Printing / Photocopying A3 size colour	1(Rate per single copy)
	(70-75 gsm)	2(Rate per multiple copies)
7.	Printing / Photocopying A1 size B & W	1(Rate per single copy)
	(100 gsm)	2(Rate per multiple copies)
8.	Printing / Photocopying A1 size colour	1(Rate per single copy)
	(100 gsm)	2(Rate per multiple copies)
9.	Printing / Photocopying A2 size B & W	1(Rate per single copy)
	(100 gsm)	2(Rate per multiple copies)



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10.	Printing / Photocopying A2 size colour	1(Rate per single copy)			
	(100 gsm)	2(Rate per multiple copies)			
11.	Printing / Photocopying A0 size B & W	1(Rate per single copy)			
	(100 gsm)	2(Rate per multiple copies)			
12	Printing / Photocopying A0 colour (100 gsm)	1(Rate per single copy)			
		2(Rate per multiple copies)			
13.	SPIRAL BINDING WITH COVER	(Specify rates for different types/sizes)			
	Spiral binding for <=50 sheets				
	Spiral binding for <=100 sheets				
	Spiral binding for >100 to 200 sheets				
	Spiral binding for >200 sheets				
14.	Book Binding	(Specify rates for different types/sizes)			
	(i) Paper Back				
	(ii) Hard Cover / Bond				
15.	Wiro Binding	(Specify rates for different types/sizes)			
16.	Lamination of Identity Cards (Standard Size)	(Specify if different rates for different quantities offered)			
	Lamination of A4 size	(Specify if different rates for different quantities offered)			
	Lamination of certificates	(Specify if different rates for different quantities offered)			
17.	Rates of any other relevant work you may like to offer (please specify)				
18.	Screen Printing				

As the space and electricity is provided free by the institute, the bidders are to quote the best discounted rates above.

Date: Signature of the Tenderer with Firm's Seal

<sup>\*</sup> GST as applicable from time to time.