

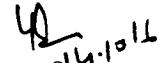
## कार्यालय, जिला एवं सत्र न्यायाधीश, पूर्व न्यायाधीश खण्डवा म0प्र0

### **-: विज्ञप्ति :-**

सर्वसाधारण को इस विज्ञप्ति के माध्यम से सूचित किया जाता है कि जिला न्यायालय खण्डवा के प्रतिलिपि अनुभाग में मध्यप्रदेश उच्च न्यायालय के निर्देशानुसार आउटसोर्सिंग के माध्यम से प्रतिलिपि तैयार करने का कार्य कराया जाना है। इस हेतु जिला स्थापना खण्डवा पर प्रतिलिपि अनुभाग में फोटोकॉपी मशीन स्थापित की जाना है।

अतः इस विज्ञप्ति की निविदा शर्तों के अधीन जो संस्था या व्यक्ति इस स्थापना पर फोटो कॉपियर मशीन स्थापित करने का इच्छुक हो वे कार्यालय जिला एवं सत्र न्यायाधीश खण्डवा में कार्यदिवस के दौरान निविदाओं की आवश्यक शर्तों की जानकारी नजारत अनुभाग से प्राप्त कर शर्तों के अनुसार आवेदन पत्र दिनांक 18.11.2016 को सायं 05.00 बजे तक जिला एवं सत्र न्यायाधीश, खण्डवा के नजारत अनुभाग/कार्यालय में जमा कर सकते हैं। उक्त निविदा दिनांक 19.11.2016 को दोपहर 3 बजे, जिला एवं सत्र न्यायाधीश खण्डवा के समक्ष खोली जायेगी।

इस हेतु विस्तृत विवरण (Terms and Conditions for Photocopying work. Tender proforma for outsource Photocopy work) नजारत अनुभाग से कार्यालयीन समय में प्राप्त किया जा सकता है एवं मध्यप्रदेश उच्च न्यायालय जबलपुर की अधिकारिक वेबसाइट [www.mphc.gov.in](http://www.mphc.gov.in) पर भी देखा जा सकता है।


  
जिला रजिस्ट्रार  
सिविल कोर्ट,  
जिला पूर्व निमाड, खण्डवा(म0प्र0)

**Note: All District Judges are requested to fill up the blanks as per the dates finalized by them for tender**

**Terms and Conditions for Photocopying work in the District Courts**

1. Sealed tender complete in all respect along with a EMD of Rs.10,000/- (Rupees Ten Thousand Only) in the form of Bank guarantee / FDR / DD valid for a period of 6 months drawn in favour of the District and Sessions Judge, District Court ~~Khandwa~~ placed in an Envelope should be submitted to the District and Sessions Court up to 5 p.m on 19/11/2016 positively. Incomplete/conditional/late tenders or those without earnest money or without inclusion of all or any of taxes/charges on date will be rejected.
2. Tenders will be opened at 5PM on 19/11/2016 in the presence of the representatives of the tenderers, who may like to be present. There should not be over writing or alteration or amendment in the rates quoted, the terms and conditions of the contract. All the forms/Annexure-I should be duly signed with seal of the firm.
3. Performance Guarantee: Within 15 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the District and Sessions Judge a Performance Security @ 5% of the estimated contract value in the form of Bank Guarantee / FDR / Account payee demand draft in favour of the District and Sessions Judge. The performance security shall be valid until a date of 60 days from day of completion time of contract including warranty/defect liability, if any.
4. The photocopy would be provided by the firm on rate per copy basis including all taxes and Government levies. The rate per copy should be specified separately for single side/both sides respectively.
5. The photocopy machine shall have to be installed in the premises of the District Court as per the directions. The contractor has to strictly ensure the availability of machine during office hours.
6. The Rate Contract shall be valid for a minimum period of one year from the date of notification of the rate contract/work order. However, the contract period may be extended further, subject to satisfactory services, on year to year basis for a maximum period of 03 years on same Terms & Conditions.
7. No advance payment shall be made. The revision of rates will not be allowed during the contract period and taxes shall be deducted as per rule(s). There shall be no change in rate structure during the currency of contract except of the statutory levies which are made applicable by the Govt. through notification/regulations change. Hence, the firms who can quote **price effective for one year need only apply.**
8. The number of Machines can be increased/decreased depending the requirement of the work as per the direction given by the District & Sessions Judge and non-stop work has to be ensured by the contractor. The Standby arrangement will be made so that there is no disruption in office work.



9. No transport charges or any other charges will be paid.
10. The contractor will be responsible for maintaining the photocopy machine. The cost for supply of stationery viz., good quality paper (75 gsm), toners, staplers' pins and other incidental costs will be borne by the contractor. The responsibility to engage adequate manpower to operate photocopy machine and expenditure incurred on their engagement will also be borne by the contractor.
11. The contractor shall ensure that the photocopy work in the office goes on smoothly so as to avoid any hardship in execution of work, failing which a penalty of Rs.500/- per day will be imposed. In addition, excess amount incurred on execution of photocopying work from the market will ~~also be deducted from the pending bills~~ /Performance Security of the firm.
12. The photocopying machine to be installed pursuant to the work Order should not be more than one year old, and contractor will furnish the purchase order to verify the model/year.
13. The makes & model along with specification of the photocopy machine offered by the firm, Proof of service tax and TIN No and list of Central Government Ministries/Departments/other Government offices/Undertaking or and other reputed Organizations to whom the outsourcing services for photocopy have been provided/are being provided by the contractor along with documentary proof and satisfactory services report with full details like address, name of contact person, phone numbers etc. shall also be furnished along with the bid document.
14. It will be the responsibility of the contractor to ensure that no unauthorized person gets access to any official document of the court. Breach of this condition will attract stringent and the contract may also be liable to be terminated without further notice besides forfeiture of the EMD/Performance Security and pending bills.
15. The contractor shall observe the highest standard of ethics during the execution of the contract. Any act of corrupt or fraudulent practice on the part of contractor will attract the termination of the contract and forfeiture of performance security, blacklisting of the contractor and any other action under the law.
16. No subcontracting will be allowed without the approval of District and Sessions Judge.
17. All risks of loss of or damage to physical property and of personal injury and death which arise during and in course of the performance of the Contract other than the exempted risks are the responsibility of the contractor.
18. The District Court will provide only electricity and space free of charge and no other facilities to the contractor.
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19. The District and Sessions Judge or the contractor may terminate the contract by giving one month notice if the other party causes breach of the terms of the contract.
20. The District and Sessions Judge reserves the right to impose penalty on the contractor for any serious lapse in maintaining the quality of the services willfully or otherwise by the contractor or his staff.
21. If the District and Sessions Judge is not satisfied with the quality of services provided or behavior of the contractor or his/her employees, the contractor will be served with 24 hour notice to improve or rectify the defect(s), failing which the District and Session Judge will be at liberty to take appropriate necessary steps as deemed fit in addition to imposing penalty.
22. The District and Sessions Judge shall release the payment to the contractor only for providing services of photocopy. If there is any breach of the condition of the contract, the employer shall, without prejudice to its other remedies under the contract, impose / deduct penalty upto Rs. 500/per incidence/per day of failure to complete the work as required by the employer from its monthly bill, up to a maximum deduction of 10%(ten percent) of the contract price. He may also disallow the payment for the work not found satisfactory as per the norms for paper and printing etc.
23. The performance of the contract is the liability of the contractor and he shall be responsible for safety of all the activities on the site.
24. During continuance of the contract, the contractor shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. He shall keep the Employer(District & Sessions Judge) indemnified in case any action is taken against the contractor by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments.
25. Loss or damage to the property of the District court complex due to any theft or negligence of the contractor during the currency of the contract shall be remedied by the contractor at his cost if the loss or damage arises from the his acts or omissions
26. The District and Sessions Judge reserves the right to reject any tender or reject in entirety without assigning any reason.
27. Any dispute between the parties to the agreement shall be finalized by negotiation between both the parties and if an amicable settlement is not reached, then the dispute shall be referred to the sole Arbitrator who would be The District and Sessions Judge, ----- and the award/decision given by him shall be final and binding on both the parties. The arbitration proceedings shall be conducted in accordance the Indian Arbitration and Conciliation Act 1996.



ANNEXURE-I

LIMITED TENDER PERFORMA FOR OUTSOURCE PHOTOCOPY  
WORK

1. Rate Quotation of the Tenderer (INCUSIVE OF ALL TAXES)

SL NO	PARTICULARS	Rate per copy with Paper (A-4 size J.K/orient/bit matrix Bond Paper, 75 gsm)	Rate per copy with legal size of J.K/orient/bit matrix Bond Paper, 75 gsm Paper)
01	Single side photocopy on one sheet		
02	Photocopy on back to back side on one sheet		

2. Machine Model No. and Make \_\_\_\_\_

3. Earnest money details :  
\_\_\_\_\_ date \_\_\_\_\_ for \_\_\_\_\_

Rs 10,000/- Name of Bank \_\_\_\_\_

4. PAN No. \_\_\_\_\_

5. TIN No. \_\_\_\_\_

The terms and conditions of the tender are acceptable to  
me/us \_\_\_\_\_

Signature \_\_\_\_\_

Name & address with seal & Date \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone (O) \_\_\_\_\_

(M) \_\_\_\_\_

(R) \_\_\_\_\_