

DISTRICT & SESSION COURT, UJJAIN
NOTICE INVITING TENDER

Sealed tenders are invited from Reputed/Authorized Vendors/ Agencies for three Shops separately (one for copying machine, one for providing computer services and one for stationary) in service building of New District Court Ujjain, Madhya Pradesh. The last date of tender submission is 26th May, 2016 upto 5:00 P.M. The tender shall be opened on 28th May, 2016 at 02.00 P.M. The Pre-Bid meeting of the tender shall be held on 12th May, 2016 at 02:00 P.M. at District Court Ujjain. The detailed tender document along with terms and conditions is available on the official website of the High Court i.e. www.mphc.in & Government Tender portal www.tenders.gov.in.



DISTRICT & SESSION JUDGE
UJJAIN (M.P.)

District & Sessions Court, Ujjain

Subject: Tender for Running Shops in New District Court Building Ujjain.

Sealed Quotations are invited for "running the three Shops separately (one for copying machine, one for providing computer services and one for stationary) each shop measuring about 10x10 Feet, in the Service Building of New District Court Building Ujjain from Vendor/Dealers who is reputed, registered, bona fide, experienced and eligible firm or person, who have executed similar work and satisfying all other terms and conditions in this tender document. Quotation/Bid must reach to the undersigned District Court Ujjain latest by 26-05-2016.

Prescribed quotation/bid Form, containing Term & Conditions can also be down loaded from the www.mphc.in and with duly filled up and signed Form a Bank Draft. Copy working Experience and PAN Number must be enclosed along with tender in favor of "The District & Sessions Judge Ujjain" also enclose a copy of working experience and copy of PAN Number.

Earnest Money/Security Deposit Cost of	Rs 10000/-
Tender Form	Rs.1000/-
Last date & time for submission of tender	26-05-2016 at 5:00 P.M.
Opening of Tender	28-05-2016 at 2:00 P.M.

Note : The Earnest Money/Security Deposit will have to be paid through Bank Draft, drawn in favour of "The District & Sessions Judge Ujjain". Without earnest money the tender will not be accepted.



District & Sessions Judge
Ujjain M.P.

Name of Contractor/Bidder _____
Address _____
Phone No. _____
E-mail- _____

Instructions to the Tenderers:

Tender will be invited in sealed envelope consisting of Techno-commercial & Price Bid. The bid will be made and put in the sealed single envelope containing the title **"TENDER FOR running the three Shops (one for copying machine, one for providing computer services and one for stationary) each shop measuring about 10x10 Feet, in the Service Building of New District Court Buiding Ujjain, M.P. and addressed to the District & Session Judge, Ujjain and the Bid will be submitted to the Office of The District & Session Judge, Ujjain. Madhya Pradesh latest by 26-05-16 at 5:00 P.M. The Tender will be opened on 28-05-16 at 2:00 P.M. at Conference Hall First Floor new** The Tenderer shall clearly specify what items/Manpower/Machines/Services in shops will be covered under the services. All the remaining items/services shall not be treated as covered under the operation services.

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Terms and Conditions :

01. The Licence for Running Shops (three) shall be for a period of one year effective from the date of taking over the possession.
02. The Bidder/Licencee shall have to pay **Minimum Rs. 10,000/- (Ten thousand only)** as yearly licence fee, by Demand draft issued in favour of 'The District & Sessions Judge Ujjain' payable at any nationalised bank at Ujjain. **The tender shall be accepted amongst the bidder who will bid highest amount for yearly Licence Fee and Lowest rate of service (Copy, Stationary & Computer typing & Printing servies), in addition to other chargeable/ payable amount under this tender.**
03. The Licencee shall pay to the licensor such **monthly amount of rent** as may be fixed by the PWD/competent authority at prevailing market rate, which have to be paid in advance for each month on or before the 7th day of each month. However, the licencee is required to pay three month licence fee in advance at the time of taking over the possession. The advance licence fee will be returned back along with Security Money.
04. The bidder should have minimum two year's experience of running the Shops for providing services of photo copying, computer services and stationary selling services in Government/Semi-Government organization or public/private institutions/organizations hospitals etc. The relevant paper in regard of experience should be attached along with tender.
05. The electricity and water charges shall be paid as per actual consumption by the bidder/vendor at the prevailing rates or at such higher rates as may be decided by the competent authority from time to time.
06. The licencee will have to pay late payment charges @ Rs.100/- per day, max. Rs. 2500/-per month for late payment of licence fee, electricity & water charges.
07. The licence shall have no right to sub-let, assign or authorize any other person to run the shops.
08. The licence shall be responsible for the maintenance of shops area in an absolute clean and hygienic condition at all times and will be responsible for payment of any/all the fine/challans etc. imposed by competent authority or/and the District & Sessions Judge, Ujjain.

09. The licensee will obtain a legal certificate/licence from the Municipal Corporation and other competent authorities required for running the shops.
10. The licensee shall have no right on the open space adjoining the shops.
11. The licensee shall be deemed to be in the exclusive occupation of the licenced premises/area and the licensor will have the right to enter upon the premises at any time during working hours to inspect the shops premises.
12. The Quality of material/services to be used and sold by the contractor should be of good/standard quality, which may be checked from time to time and if found unsatisfactory the licence may be canceled, at any time, by the licensor/District Judge Ujjain. Without any previous notice and without assigning any reason. The District & Sessions Judge, Ujjain reserves all the rights to impose a fine, if deemed necessary even without any notice.
13. The Licensee shall have to specify the services to be provided and materials to be sold in the shops and rates thereof, the list of which shall have to be attached by the bidder/licensee with tender document.
14. All the engaged employees of licensee will wear clean and proper uniform and photo I.D. Cards provided by the licensee. The machinery instruments, computers stationary papers etc shall always be maintained in good condition and should also be of good quality
15. The Shops premises will not be used for residential purpose. No worker or person will be allowed to stay/work in the night in the shops and after 6.00 P.M, without written permission of the District & Sessions Judge Ujjain or other officer authorised in this behalf. No bathing and washing of cloths etc. will be allowed by the workers.
16. The conduct/characters/antecedents and proper bonafide of the workers in the shops shall be solely responsibility of the shops contractor. However, the licensee should provide the necessary details of all its employees (permanent, temporary, casual) to the District & Sessions Judge, Ujjain.
17. The Licensee should maintain adequacy & punctuality in providing service in shops at any cost. The licensee will also have to make special arrangement for providing services in the shops as and when required by The District & Session Judge, Ujjain.
18. The licensee shall maintain the licenced premises in good condition and shall not cause any damage thereto. If any damage is caused to the premises by the Licensee or his workers, employees or supplier the same shall be repaired by

- the licensee at his own cost either by rectifying the damage or by paying cash compensation as may be determined by the licensor.
19. The licenced premises shall be used only for carrying on the business mentioned in this tender document and for no other purpose.
 20. The licensee shall not cause any nuisance, annoyance to the customer and staff.
 21. The licensee shall neither store nor serve/provide any hazardous goods, contrabands/illegal/toxic material, pan gutka ,tobacco, liqueur etc. in the premises.
 22. The licensee shall not use electric heater or any other heavy duty electrical appliances without the permission of the licensor.
 23. The licensee has to arrange water tank at his/her own cost if water crises occurs.
 24. The licensee will install firefighting equipment in the shops as per Fire Regulation and keep the premises harmless and indemnified against any damage arising on account of fire, theft or negligence on the part of the licensee or his staff , to any property or staff, such loss or damage shall be made good at the cost of the licensee and he shall be responsible for all other legal actions as per law.
 25. Any employee of the licensee will not be allowed to sell cigarettes pan, gutaka, liquor and other items made of tobacco/alcohol etc. in the premises.
 26. The licensee shall not carry out any addition or alteration or structural repairs in the said premises. Only such alteration of additions or repairs which are necessary and are not of permanent nature may be allowed to be carried out by the licensee but that also with the prior approval/permission of the licensor.
 27. The shops timing shall be from 10.00 a.m. to 6.00 p.m. on all working days and in holidays shops will be opened as when required by the District Judge Ujjain.
 28. The security, earnest money, advance rent may be forfeited, adjusted in case the standard of cleanliness, quality of products and services are not maintained up to mark and in the case of non-payment of office dues.
 29. After opening the tenders the committee may visit the sites and may check the shops and items and kind of services and rates as specified by the tenderer in support of working experience.

30. The decision of licensor/District Judge Ujjain in the matters relating to the shops shall be final and binding on the licensee.
31. The licensor or his authorized representative has the right to visit the shops at any time so as to verify & ensure that the Licensee is using shops as per condition.
32. The Licensee will not be allowed to add any item/service, other than mentioned in the tender document. If Licensee desires to add any items/services in the list, he must have to seek the permission of the the District & Sessions Judge, Ujjain including, services and their rates.
33. The Licensee will have to give two month's notice before leaving the contract.
34. On the expiry of the said term or period of licence or earlier termination thereof, the licensee shall hand over peacefully the vacant possession of the licenced premises to the licensor in the same condition in which the premises now exist subject to normal wear and tear. The licensee's occupation of the premises after such termination will be deemed to be that of a trespasser and he shall further be liable to pay damages and the District Judge Ujjain or the person authorized by him, in this behalf, shall have right to eject the licensee from and take possession of the said premises, without any previous notice.
35. The licensee/contractor shall keep a complaint book which shall be made available by the licensee/contractor to any person who desire to record any complaint and which shall be opened to inspection by the District & Sessions Judge, Ujjain & other office/person deputed him, in this behalf.
36. **Tender will be opened on 28-05-2016 at 2:00 p.m. in Conference room at first floor of New District Court Building, Ujjain** in presence of intending tenderers/ their representatives, if any. If for any administrative reason the date of opening of the tenders will be a declared holiday. The tender will be open on the next working day at the same time and place. If the tender could not be opened of the date of opening due to any unavoidable circumstances such as riots, commotions, strikes heavy torrential rain leading to massive water logging etc. that shall be indicated along with the received date of opening of tender in the institute website which may be checked.
37. The vendors who want to apply for more than one shop will have to apply separately for each shop.

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Arbitration :-

Except where otherwise provided for in the contract all questions and disputes relating to the instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitrator as may be appointed by the authority of The District Judge, Ujjain. There will be no objection if the arbitrator so appointed is an employee of District Court and that he had no deal with the matter to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters of disputes or difference. The arbitrator to whom the matter is originally referred being transferred or vacated his office or being to act for any reason, the appointing authority for arbitrator as aforesaid at the time of such an office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also term of this contract that no person, other than a person appointed by the such authority mentioned above shall act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all.

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20/10/20

(Signature)

Convener, Shops Committee office of District & Session Judge Ujjain.

Name of Contractor _____

Address _____

Phone No _____

E-mail _____