

DISTRICT & SESSION COURT, UJJAIN
NOTICE INVITING TENDER

Sealed tenders are invited from Reputed/Authorized Vendors/ Agencies for M.P.Online (Kiosk) and Computer Services in the Service Building of New District Court Building Ujjain, Madhya Pradesh. The last date of tender submission is 30/08/2019 upto 5:00 P.M. The tender shall be opened on 04/09/2019 at 4.00 to 04:30P.M. 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 Shop for M.P.Online (kiosk) and computer services in New District Court Building Ujjain.

Sealed Quotations are invited for "running the Shop for M.P.Online (kiosk) and computer services, 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 30-08-2019.

Prescribed quotation/bid Form, containing Terms & Conditions can also be down loaded from the www.mphc.gov.in clicking in link Tender and with duly filled up and signed. Bank Draft, Copy of working Experience and PAN Number must be enclosed along with tender in favour of "The District & Sessions Judge Ujjain";

License fees (Minimum)	Rs 10000/-
Earnest Money	Rs 1000/-
Performance Guarantee	Rs 5000/-
Tender Form	Rs.1000/-
Last date & time for submission of tender	30-08-2019 upto 5.00 p.m.
Opening of Tender	04-09-2019 at 4.00 to 4.30 p.m

Note: The Earnest Money and License Fees will have to be paid through Bank Draft, drawn in favour of "The District & Sessions Judge Ujjain". Without these the tender will not be accepted.

**District & Sessions Judge
Ujjain M.P.**

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

Instructions to the Bidder:

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 Shop for M.P.Online (kiosk) and computer services measuring about 10x10 Feet, in the Service Building of District Court Building 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 30/08/2019.**The Tender will be opened on **04/09/2019 at 04.00 to 04.30 p.m. in Conference Hall First Floor of Court Building.** The service provider shall clearly specify what Manpower/Machines/ Services in shop will be covered under the services. All the remaining items/services shall not be treated as covered under the operation services.

Terms and Conditions:

01. The License for Running **Shop** shall be for a period of one year from the date of issue of contract. The contract can be extended further 5 years with the approval of competent authority, Subjected to satisfactory performance of the contractor.
02. The Bidder/Licensee shall have to pay **Minimum Rs. 10,000/- (Ten thousand only)** as yearly license fee, by Demand draft issued in favour of 'The **District & Sessions Judge Ujjain**' payable at **any nationalized bank at Ujjain. The tender shall be accepted amongst the bidder who will bid highest amount for yearly license fees.**
03. The Licensee shall pay to the licensor such **monthly amount of Rs,2025/-** as rent fixed by Rent Controlling Authority(subjected to change the rent in future) which have to be paid in advance for each month on or before the 7th day of each month. However, the licensee is required to pay three month rent in advance at the time of taking over the possession.
04. The bidder should have minimum two year's experience of running the Shop for providing services of **M.P.Online (kiosk) and computer 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 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 licensee will have to pay penalty of Rs.100/- per day, maximum. Rs. 2500/-per month for late payment of rent, non hygiene and non sanitation of premises.
07. The licensee shall have no right to sub-let, assign or authorize any other person to run the shop.
08. The licensee shall be responsible for the maintenance of shop 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/license from the Municipal Corporation and other competent authorities required for running the shop.
10. The licensee shall have no right on the open space adjoining the shop.
11. The licensee shall be deemed to be in the exclusive occupation of the licensed premises/area and the licensor will have the right to enter upon the premises at any time during working hours to inspect the shop premises.
12. The Quality of services to be used and rendered by the contractor should be of good/standard quality, which may be checked from time to time and if found unsatisfactory the license 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 display the rates to be charged (as approved by competent authority) from users of services.
14. The Shop premises will not be used for residential purpose. No

employee or person will be allowed to stay/work in the night in the shop without written permission of the District & Sessions Judge Ujjain.

15. The conduct/characters of the employees in the shop shall be solely responsibility of the shop contractor. However, the licensee should provide the necessary details of employees to the District & Sessions Judge, Ujjain.
16. The licensee shall maintain the licensed 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.
17. The licensed premises shall be used only for carrying on the business mentioned in this tender document and for no other purpose.
- 17-A Any loss of damage caused by any natural calamity or negligence of bidder or its employees shall be charged from the bidder from the bidder.
18. 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.
19. 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.
20. The shops timing shall be from 10.00 a.m. to 7.00 p.m. or as directed by District and Sessions Judge on all working days. I holidays shop will be

- opened as and when required by the District Judge Ujjain.
21. The 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.
 22. After opening the tenders the committee may visit the sites and may check the shop and items and kind of services and rates as specified by the bidder in support of working experience.
 23. The decision of licensor/District Judge Ujjain in the matters relating to the Shop shall be final and binding on the licensee.
 24. 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.
 25. Licensor and Licensee both may be leave the contract at any point of time during the period of the contract after giving one month prior notice.
 26. On the expiry of the said term or period of license or earlier termination thereof, the licensee shall hand over peacefully the vacant possession of the licensed 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.
 27. The licensee/contractor shall keep a complaint book which shall be made available by the licensee/contractor to any person who desires 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.

28. Excess charges will not be levied by the tenderer. On receipt of complaint of excess fee, the tender will be cancelled and action will be taken according to the rules.
29. The successful bidder shall have to deposit a sum of Rs. 5000/- as performance guarantee, in the form of Bank Draft in favour of District and Sessions Judge Ujjain. The security deposit will be refunded after Sixty days from the date of successful completion of the contract period and no interest would be paid thereon. In case of any damage or loss occurs, on account of bidder or its employees, shall be forfeited from the performance guarantee.
30. **Tender will be opened on 04-09-2019** at 4.00 to 4.30 p.m. in **Conference room at first floor of 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 opened 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 riot, 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.

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 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.

Seal and Signature of Bidder

Name of Contractor: _____

Address: _____

Phone No: _____

E-mail: _____

CONTRACT

E-Stamp Code:.....

This contract is made on between the District Courtherein after referred to as "District Court" (Which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office or assign) acting through District & Sessions Judge, Ujjain (M.P.) here-in-after referred to as the 'Authority' which expression shall, where the context so requires or admits, also include its successors or assignees of the one part;

And

.....
.....
.....(Name & Address of the agency along with name & post of the representative), here in after called the "service Provider" which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the "Authority" desires that the services of **"running the Shop for M.P. Online (kiosk) and computer services, in the Service Building of New District Court Building Ujjain"**; and whereas the "Service Provider" has offered its willingness to the same in conformity with the provisions of the contract; And whereas the "Authority" has finalized the rate as per the terms and conditions of the contract to the "Service Provider".

The Following documents shall be deemed to form and be read and constructed as part of this contract viz;

- (a) The bid forms (Technical & Financial) and the price Schedule submitted by the bidder;
- (b) The entire tender document;
- (c) The clarifications issued in this regard;

- (d) The purchaser's notification of award;
- (e) Letter of acceptance / work order;
- (f) All correspondence in this regard.



Now this contract witnesses as below:-

1. That the containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this contract.
2. That in consideration of the payment to be made by the "District Court" to the "Service Provider", the "Service Provider" hereby agrees with the "District Court" to provide services of running photocopy shop and pay all required fees and amount as given in tender in conformity with the provisions of the Terms and Conditions.
3. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
4. In any case rent shall be deposited on the 7th of every month.
5. This contract shall be effective fromto.....

IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto affixed or have unto set their respective hands and seals on the day and year first written above.

.....
(Name & Post of the representative)
.....
.....
.....

**District & Sessions Judge
District Court Ujjain.**

In the presence of witness:-

Witness: -

1. Name.....
Address.....
2. Name
Adress.....

Witness:-

1. Name.....
Address.....
2. Name
Address.....