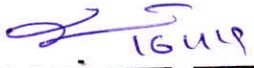


निविदा आमंत्रण सूचना

एतद् द्वारा सूचित किया जाता है कि जिला न्यायालय, भोपाल के प्रतिलिपि विभाग में फोटोकॉपी मशीन स्थापना एवं संचालन हेतु इच्छुक संस्थाओं, व्यक्तियों एवं कंपनियों से निविदा प्रस्ताव आमंत्रित किये जाते हैं। निविदा की शर्तों संबंधी निविदा प्रलेख म0प्र0 उच्च न्यायालय की वेबसाइट www.mphc.gov.in पर उपलब्ध है। इच्छुक संस्थाएं/व्यक्तियों/कंपनियां अपना आवेदन निविदा शर्तों के संबन्ध में सहमति दर्शाते हुए दिनांक 16-05-2019 को दोपहर 1.00 बजे तक रजिस्ट्रार कार्यालय, जिला न्यायालय, भोपाल में जमा कर सकते हैं। निविदा उक्त दिनांक को सांयकाल 4.00 बजे आवेदक या उनके अधिकृत प्रतिनिधियों के समक्ष खोली जाएगी। निविदा प्रलेख जिला नाजिर, नजारत अनुभाग, जिला न्यायालय, भोपाल में दिनांक 15-05-2019 तक कार्यालयीन समय पर उपलब्ध रहेगा।


जिला एवं सत्र न्यायाधीश,
भोपाल(म0प्र0)

NOTICE INVITING TENDERS

THE DISTRICT COURT, BHOPAL

NIT No.,

Dated

Subject :- Tender for Installation and Operation of Photocopiers in District Court, Bhopal

Sealed quotations are invited for Installation and Operation of Photocopiers in the District Court Bhopal from Manufacturing Companies, reputed Vendors/Dealers, registered, bonafide, reputed, experienced and eligible firms who have executed similar nature of work in Government Ministries/Departments, Semi-government organizations including Public Sector Undertakings and satisfying all other terms and conditions in this tender document.

1. Instructions to the tenderers:

Quotations 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 **"QUOTATIONS FOR INSTALLATION AND OPERATION OF PHOTOCOPIERS IN DISTRICT COURT, BHOPAL"** and addressed to **DISTRICT JUDGE, BHOPAL** and the Bid will be submitted to District Registrar, District Court, Bhopal latest by **01:00 P.M. on ~~16-05-2019~~**. The Tender will be opened on the same day **at 4:00 P.M.**

Tender relates to 'Installation and Operation of Photocopiers in District Court, Bhopal'.

The Tenderer shall clearly specify what items (Hardware)/Services will not be covered under the operation services. All the remaining items/services shall be treated as covered under the operation services.

2. Period of Contract:

The contract will be initially for a period of one year which can be extended further on mutual agreement subject to satisfactory performance of the contractor and will also depend upon the price trend for the services/products in the market on the date of extension.

3. Scope of Work:

1. The place of performance will be the District Court, Bhopal. Tender relates to 'Installation and Operation of Photocopiers in District Court, Bhopal'.
2. It will be duty of the Vendor to have the credentials of the Service Engineers/Operator duly verified and certified.

3. It must be noted that number of photocopiers may increased or decreased at the sole discretion of the District Judge, Bhopal.
4. Any other work of similar nature assigned by the District Judge, Bhopal.

4. **Terms and Conditions for Photocopying work in the District Court**

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, Bhopal placed in an Envelope should be submitted to the District and Sessions Court up to **1:00 P.M.** on ~~16-05-2019~~ 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 **4:00 P.M.** on ~~16-05-2019~~ 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 Rs- 25,000/- in the form of Bank Guarantee/FDR/Account payee demand draft in favour of the District and Sessions Judge Bhopal. 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 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 Organisations 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 unauthorised person gets access to any official document of the court. Breach of this condition will attract stringent action 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 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 will be provided to the contractor.
19. 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 behaviour 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 Sessions 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 continuation of the contract shall be remedied by the contractor at his cost if the loss or damage arises from his acts or omissions.
26. The District and Sessions Judge reserves the right to reject any tender or reject in entirely without assigning any reason.
27. Any dispute between the parties to the agreemen shall be finalised 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 frist Add. District and Sessions Judge, BHOPAL and the award/decision given by him shall be final and binding on both the parties. The arbitration proceedings shall beconducted in accordance with the Indian Arbitration and Conciliation Act, 1996.

5. Evaluation of Bids:

- (i) The Techno-Commercial Bid and price Bid will be evaluated as a package simultaneously. It must satisfy all the terms and conditions mentioned in this document and must be accompanied by all the requisite documents.
- (ii) Filling up of all the columns in Techno-Commercial Bid and Price Bid is compulsory.



7. Earnest Money Deposit:

The Quotations should be accompanied by Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten Thousand Only) in the form of Account Payee Demand Draft / Fixed Deposit Receipt or unconditional Bank Guarantee from any of the nationalized/scheduled banks in an acceptable form drawn in favour of **District Judge, Bhopal** without which the quotations will not be considered. The earnest money will be returned to all the unsuccessful Tenderer after finalization of the Contract. No interest shall be paid on the Earnest Money Deposit for delay in return for any reason, whatsoever may be.

8. Other terms and conditions:

- i. The District Judge, Bhopal has the right of accepting or rejecting any or all tenders without specifying any reason(s) thereof. The District Judge, Bhopal is under no obligation to accept the lowest tender. The District Judge, Bhopal reserves the right to accept or reject any bid in whole or in part without assigning any reasons thereof.
- ii. There is no obligation on the part of the District Judge, Bhopal to inform the unsuccessful Tenderer of the outcome of the Tender process and reasons for rejection of tender.
- iii. The successful contractor shall forthwith engage/depute Service Engineers/Operators to operate the Photocopier installed in the District Court, Bhopal.
- iv. It shall be mandatory on firm to conduct routine checks to maintain the photocopiers in perfect working condition and to submit the routine check reports on Quarterly basis to the District Judge, Bhopal.
- v. A surprise check shall be conducted by the authorities nominated by the District Judge to ascertain the performance of the photocopiers, operators and the services provided by them.
- vi. The contract can be terminated by the District Judge, Bhopal at any time without assigning any reason if the work of the contractor is found unsatisfactory. In this respect, the decision of the District Judge, Bhopal will be final and binding on the contractor.
- vii. The bills in triplicate for the services prepared on the basis of approved rates will have to be submitted in favour of the District Judge, Bhopal for effecting payment. No advance payment shall be made for the services.

- viii. The job carried out shall be to the satisfaction of the District Judge, Bhopal after getting certification from the Incharge Judicial Officers of the Copying Section **failing which deductions @ 10% of the total bill shall be made**. Depending upon the severity of negligence, the District Judge, Bhopal reserves the right to blacklist the agency for a suitable period or from further participation in any of the jobs to be done for the District Court, Bhopal. The decision of the District Judge, Bhopal shall be final and binding on the firm/agency.
- ix. Premature withdrawal of the Tender by the Tenderer shall make him liable for forfeiture of the earnest money & performance guarantee
- x. **All the pages of the tender document shall be serially numbered and duly stamped and signed by the bidder.**
- xi. A register of surprise/routine checks shall be maintained by the contractor which shall also be inspected by Incharge – Copying Section of District Court.
- xii. The District Judge, Bhopal reserves the right to review the performance whenever so desires, and also to terminate the contract at any point of time during the tenure of the contract in case the performance and the service rendered by the contract firm is found to be unsatisfactory. The decision of the District Judge, Bhopal shall be binding on the Contractor. Contract can also be terminated at any point of time if the above mentioned work is no more required.
- xiii. The District Judge, Bhopal reserves the right to vary, amend or alter any terms and conditions of the Tender Document at the time of execution of the Annual Maintenance Contract.
- xiv. The District Judge, Bhopal reserves the right to accept single bid or direct for re-tender, in case, only one bid is received till last date of submission of bids.


**District and Sessions Judge,
Bhopal (M.P.)**


Annexure-I

Techno-commercial Bid

**TENDER FOR INSTALLATION AND OPERATION OF
PHOTOCOPIER IN DISTRICT COURT BHOPAL**

Sl. No.	Description	Indicate also page number where attached
1.	Name, address & telephone number of the agency/firm	
2.	Name, designation, address & telephone number of authorized person	
3.	Please specify as to whether Tenderer is sole Proprietor/Partnership Firm/Private or Limited Company.	
4.	Name, address & telephone number of Directors/Partners, Fax No., e-mail address.	
5.	Copy of PAN Card issued by Income Tax Department and Copy of previous 2 Financial Year's Income Tax Return.	
6.	Valid ISO Certificate in the field of Security/Traffic Guards if any (Please attach copy)	
7.	Service Tax Registration No. (Please attach)	
8.	Latest Service Tax Return (Please attach).	
9.	Annual Turnover during last 2 years: 2017-18 _____ 2018-19 _____ (Please attach proof in the form of Profit & Loss Account)	
10.	Experience Certificates of 2 years in providing services	
11.	Details of Bid Security/Earnest Money Deposit: a) Amount: b) Demand Draft/Pay Order/Banker/Cheque No.: c) Date of issue: d) Name of issuing Bank:	

Declaration by the Bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in the tender document and undertake myself/ourselves to strictly abide by them.

Signature of the Tenderer with Seal

Note: Please indicate the page numbers where documents are attached. The entire Tender documents should be serially page numbered including enclosures.

It is certified that the particulars given above are true to the best of my/our knowledge/behalf and I/We have read terms/conditions and duties/responsibilities of the Technical Staff to be deputed for the purpose and have also understood the same and to hereby undertake to abide by the same without any reservations on any grounds whatsoever. In case of any breach of the said conditions, I/We shall be responsible for the consequences arising out of such situation(s).

Name Signature of the
Authorized Signatory of the Agency
(with Seal of the Agency affixed)

Date:
Place:

Annexure-II
LIMITED TENDER PERFORMA FOR OUTSOURUCE PHOTOCOPY WORK

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

SI. No.	PARTICULARS	Rate per copy with Paper (A-4size J.K/orient/bilt matrix Bond Paper 75 gsm)	Rate per copy with legal size of J.K/orient/bilt matrix Bond Paper, 75 gsm Paper)
1.	Single side photocopy on one sheet.		
2.	Photocopy on back to back side (two side) on one sheet.		

Note :- All Duties/Taxes are to be mentioned by the contracting Firm.

All the terms and conditions of the tender for Installation and Operation of Photocopiers in the District Court Bhopal are acceptable to me.

Signature of Contractor with Seal