

**HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

e-TENDER INVITING NOTICE

**N/Cash/13341/2023
Dt. 28/11/2023.**

The Registry of High Court of Bombay, Bench at Aurangabad, invites e-Tenders in two part bidding system [Technical Bid & Financial Bid] from reputed Contractors/Agencies for Outsourcing of Photocopying Work for the period of Two years from the date of award of contract. The details are as under :

A]	Installation of Photocopier Machine Canon Model No. IR-3300 OR Higher Grade Capacity more than IR 3300 (without operator) for Certified Copy Dept. and Nazir Dept. (Two Machines)	Bidder shall quote the rates including Photocopier Papers (75 GSM), all taxes and electricity charges etc.
B]	Installation of Photocopier Machine Canon Model No. IR 3300 OR Higher Grade Capacity more than IR 3300 (with operator) in Decree Dept. [(One Machine)	Bidder shall quote the rates including Operator charges, Photocopier Papers (75 GSM), all taxes and electricity charges etc.

Other Tender Information :

Tender Fees	E.M.D.	Security Deposit	Contract Period	Approx. Tender Value
Rs.2000/- Non Refundable	Rs.15000/-	36000/-	02 [Two] Years	14,00,000/-

The e-tenderers to note that, it is highly important that, all activities like buying of forms /downloading / filling of bids / inclusion of bids / depositing Tender Fees/E.M.D. should be completed within the stipulated time according to the time table mentioned below.

TIME-TABLE OF E-TENDER PUBLICATION

E-tender published on	29/11/2023 At 10.00 a.m.
Document Download/Sale Starts from	29/11/2023 At 10.00 a.m.
Bid submission Starts on	29/11/2023 At 10.00 a.m.
Document Download/Sale Ends on	05/12/2023 At 11.00 a.m.
Bid Opens on	06/12/2023 at 11.30 a.m. [if possible]

For details of terms and conditions, interested firms/ bidders may log on to the Website <https://mahatenders.gov.in> & www.bombayhighcourt.nic.in and for technical Information on Toll Free No.0120-4001002/0120-4001005/0120-6277787 & for Other Tender inquiry on phone No.0240-2993303.

Date : 28/11/2023 .

Sd/-
REGISTRAR [ADMN.]
HIGH COURT OF BOMBAY
BENCH AT AURANGABAD

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-: E-TENDER INVITING NOTICE :-

FOR OUTSOURCING THE WORK OF PHOTOCOPYING

GENERAL TERMS & CONDITIONS :-

1. The term of this contract shall be of two years from the date of award of contract.
2. The Service provider shall provide the service of photocopying the documents (Black & White) of the High Court by installing his Photocopying Machines at their own cost and expenses at the place to be provided by the High Court of Bombay, Bench at Aurangabad.
3. The Service Provider shall install following Photocopier Machines at the respective Branches and Photocopying charges shall be paid by the High Court Registry to the Service Provider as detailed below :

A]	Installation of Photocopier Machine Canon Model No. IR-3300 OR Higher Grade Capacity more than IR 3300 (without operator) for Certified Copy Dept. and Nazir Dept. (Two Machines)	Bidder shall quote the rates including Photocopier Papers (75 GSM), all taxes and electricity charges etc.
B]	Installation of Photocopier Machine Canon Model No. IR 3300 OR Higher Grade Capacity more than IR 3300 (with operator) in Decree Dept. [(One Machine)	Bidder shall quote the rates including Operator charges, Photocopier Papers (75 GSM), all taxes and electricity charges etc.
Note : - <i>The rates include Paper Cost etc., the bidder shall quote the rates considering the Maximum Photocopying in two side.</i>		

4. The Service Provider shall insure that, every photocopy is legible to the satisfaction of this Registry.

5. The Registry shall arrange Electric connection for Photocopier machines to be installed by the Service Provider in the premises of this Registry and the charges of electricity @ Rs.13/- per unit +10% surcharge required to be paid by the Service Provider on monthly basis.

6. The Service Provider shall submit his bill for the photocopying charges on monthly basis and the Registry shall pay such bill within a period of one month from the date of receipt of such bill, however, subject to availability of Budget and passing the said bill from Treasury.

7. The Payment will be made to the contractor after deducting Income Tax, GST and any other taxes/charges etc., as per Government Rule, as applicable.

8. The Bidders shall have to upload filled Annexure “A” along with the required photocopies of documents with the technical bid. After opening & Scrutinizing of the Technical Bid, only the Financial Bid of eligible tenderers will be opened. In the Financial Bid, the Bidders shall quote the rates per copy, including all taxes, Photocopier papers (75 GSM), electricity charges etc. The rates quoted in the Financial Bid will be valid for contract period. The High Court reserves the right to waive any minor informality or non-conformity or irregularity in a Technical bid.

9. The agencies shall have to deposit cost of tender fees of Rs.2000/- [non refundable] and Earnest Money Deposit [EMD] of Rs.15000/- while submitting

the e-tender. An online gateway is made available for this purpose only. The tender fees and the E.M.D. is to be deposited only through online banking option available on the website **<https://mahatenders.gov.in>**. The Earnest Money will be returned as per procedure of e-Tendering, any intervening application/request regarding refund of EMD will not be entertained by the High Court Registry.

10. The Service Provider shall be liable for the payment of his employees/machine operator, as per Government Rules/Acts and shall minutely follow Government Resolutions/Circulars issued by the Government from time to time in respect of Outsourcing works.

11. The Service Provider shall be responsible for maintenance, spare parts of his photocopying machinery and for all other Statutory Liabilities, compensation to any person due to any injury, arising out of his business with this Registry under this Agreement/contract period and this Registry shall not be liable for the same in any manner whatsoever. The Service provider shall subscribe to the insurance policy for the insurance against Photocopiers and any damage, harm or injury, which may be caused to this Registry or to its office premises due to the business activities of the Service Provider under this Agreement, to the satisfaction of this Registry.

12. The Service Provider shall be liable to keep the photocopying machinery "in operation" or in "working condition regularly on day-to-day basis and shall ensure that no work of this Registry is stalled or hampered due to non-working of his photocopier machines. In the event for any reason the photocopier machines of the Service Provider are not in operation, the Service Provider shall at his costs and expenses arrange standby Photocopier Machine, immediately and shall ensure that the order of this Registry is fulfilled within desired time to the satisfaction of this Registry, failing which the penalty so as decided by the High

Court Registry will be deducted from the monthly bill of Service Provider.

13. The Service Provider shall procure necessary material including Photocopier Papers reams (75 GSM) in sufficient numbers to be used uninterruptedly during the contract period for the said service at his costs and expenses and shall ensure that no work of this Registry is stalled or hampered due to non-availability of material including photocopier papers, failing which the penalty per incidence so as decided by the High Court Registry will be deducted from the monthly bill of Service Provider.

14. The Service Provider shall provide the said service to this Registry between 9.00 am. To 7.00 p.m. on working days and also beyond such timing and on Sundays and holidays, if required, by this Registry. No extra charges for providing said Service beyond the normal working time and on Sundays and holidays shall be paid by this Registry to the Service provider.

15. The account of the photocopies shall be maintained on day to day basis by the Officer designated by this Registry and such account shall be countersigned by the Service Provider or his authorized signatory at the end of the business of every day and the same shall be conclusive for the account purpose and for payment of bills.

16. The Service Provider shall not accept or undertake the Photocopying work on the photocopier machines installed at this Registry of any other party or persons.

17. The Service Provider shall not cause any damage of any nature, whatsoever, nor shall tamper with the document given by this Registry for photocopying work. In case of default thereof or theft of given documents by service provider, the

service provider shall be liable for damages/theft and Registry will take further action considering the seriousness of matter.

18. The Service Provider shall observe the highest standard of ethics during the execution of contract. Any act of corrupt or fraudulent practice on the part of Service Provider will attract the termination of the contract and forfeiture of performance security, blacklisting of the Service Provider and any other action under the law.

19. The Service Provider shall not claim any right, title and interest in respect of the portion of the premises/place of the High Court given to the Service Provider for running his photocopying unit, in any manner whatsoever and shall be liable to vacate the same and to handover peaceful and vacant possession immediately from the date of calling upon and requiring the Service Provider in that behalf and shall not raise any objection or dispute for the same.

20. Notwithstanding the provision in the preceding clause the High Court Registry shall have right to get the premises given to the Service Provider for running his photocopying unit for the purpose of providing service under this agreement, to vacate forthwith due to the breach of agreement on the part of Service Provider for any alteration, misuse of premises or acting contrary to the interest of this Registry and the Service Provider shall be liable to vacate the same without any reason or excuse whatsoever.

21. The Service Provider shall not in any manner tamper with or destroy or damage the document or contents therein and shall take every precaution for safety of the record.

22. The Successful agency have to sign an agreement with the Registry, on the

terms & conditions decided by the Registry. Any violation of instructions/ terms of agreement or suppression of facts will attract for cancellation of contract without any reference and forfeiture of security deposit.

23. The tender of lowest bidder will be accepted and proceed further if received rates in the tendering process are to be found affordable as decided by the High Court Registry. If received rates are not acceptable the Registry reserves the right to cancel the tendering process and issue fresh tender with modified terms and conditions, if any.

24. The Proposal of successful bidder will be forwarded to the Government for Administrative approval and after receipt of Administrative approval and funds, the work order will be issued to the successful bidder.

25. Security Deposit :- The successful Bidder shall at his own expenses submit an unconditional and irrevocable Performance Bank Guarantee, as a security deposit for Rs.36000/- of any Nationalised Bank with Tender Issuing Authority in favour of the Registrar [Admn.], High Court of Bombay, Bench at Aurangabad, within fifteen (15) working days from the date of work order. The said Bank Guarantee will be returned to the successful bidder on successful completion of contract period. If bidder has committed breach of the said Terms & Conditions in Agreement or failed to provide satisfactory services, during the contract period, the said security deposit amount will be forfeited by the Registry.

26. The quoted rates must be inclusive of all taxes/duties, levies or any other charges, photocopier papers (75 GSM), Electricity charges and will be enforced during the contract period. No price revision /alternative will be allowed during the contract period after the receipt of the e-tender.

27. The Technical Covers will be opened as per schedule mentioned in the Tender Document [if possible] and the Financial Covers of technically qualified Bids will be opened on the later date as per procedure of e-Tendering System of Government of Maharashtra.

28. The decision of the High Court Registry in the evaluation of the qualification criteria and Commercial Bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the High Court Registry.

29. The High Court of Bombay Bench at Aurangabad reserves the rights to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract/after award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Tendering Authority's action.

30. Arbitration :-

In the event of any dispute or difference arising out or touching upon any of the terms and conditions of this contract and / or in relation to the implementation or interpretation thereof, the same shall be resolved initially by mutual discussion and conciliation but in the event of failure thereof, the same shall be referred to the sole arbitrator appointed by High Court Registry. The arbitration shall be at Aurangabad and the Arbitrator shall give his award in accordance with "The Arbitration and Conciliation Act, 1996". The decision of the arbitrator shall be final and binding upon the parties.

31. The Legal dispute, if any, shall be subject to the jurisdiction of Aurangabad Court.

Place : Aurangabad.
Date : 28/11/2023.

Sd/-
REGISTRAR [ADMN.]
HIGH COURT OF BOMBAY
BENCH AT AURANGABAD

ANNEXURE “A”
HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

[Prescribed form which will be uploaded with the Technical Bid]

Name & Address of the Tenderer/ Organization/Agency	
Contact No.	

Note :

The agencies shall upload the following photocopies of documents/certificates serially with the Technical bid.

Sr. No.	Particulars	Upload Copy ?
1	Shop Act Registration.	YES / NO
2	PAN Card.	YES / NO
3	GST Registration Certificate.	YES / NO
4	Experience of Minimum one year for outsourcing of Photocopying work.	YES/NO
5	Acceptance of Terms and conditions.	YES / NO

Undertaking

We M/s. _____, do hereby undertake that, We have read and understood all the terms and conditions of e-tender notice and agree to abide by them.

We also undertake that, the above mentioned information is true and correct and my/our company/firm is not black listed by The Central/State Government, Corporations or Government Undertakings.

Date:

Signature of the Agency/Firm
Address

UNDERTAKING & DECLARATION
(On stamp paper of Rs.100/-)

To,
The Registrar (Admn.),
High Court of Judicature at Bombay,
Bench at Aurangabad.

Name of Bidder : -

Sir,

1. I/We hereby agree to abide by all the terms and conditions laid down in the tender document inviting tenders for outsourcing the Photocopying work at the High Court of Judicature at Bombay, Bench at Aurangabad, as described in the tender document.

2. I/We hereby declare that, before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves to abide by the said terms and conditions.

3. I/We hereby declare to have inspected all the allied premises of the tender document and got myself/ourselves satisfied about the particulars of work and required number of Worker/Machines/tools and quantity of materials including Photocopier Papers (75 GSM) that may required during next two years while executing the contract.

4. I/We hereby undertake that, I/we will keep the photocopying machinery "in operation" or in "working condition regularly on day-to-day basis and shall ensure that no work of this Registry is stalled or hampered due to non-working of photocopier machines and for non availability of Photocopier Papers (75 GSM) or any other reason.

5. I/We hereby confirm that, I am/We are compliant of all the statutory requirements including the registration under EPF/ESIC/Professional Tax etc.

6. I/We hereby undertake that, the photocopy operator employed by the undersigned will be paid not less than the minimum Wages also

other allowances determined by the appropriate authority and if any complaint in that effect received during the contract period, then I/We will be responsible for the same.

7. I/We declare that, any kind of bankruptcy/insolvency proceedings is not pending against us and I/We have not been declared so during last five years.

8. I/We undertake to abide the guidelines issued or to be issued by the Health Authority or the High Court Administration for Covid-19 or similar other variants.

9. I/We declare that, the undersigned bidder has never blacklisted by the Central/State Government/Corporation, other Government Institutions.

10. I/We declare that no legal proceedings for violation of Labour Welfare Legislation or other criminal proceedings is not pending against the undersigned bidder.

Signature of the bidder

Name & Address of the bidder with Seal