

HIGH COURT OF JUDICATURE AT BOMBAY

NAGPUR BENCH, NAGPUR

TENDER NOTICE

(Contract for running the Photocopying Center)

NO. N/HC/ 867 /2024

Sealed tenders are invited from interested persons / agencies possessing requisite license, having at least 1 years experience in the field, for allotment of space ad measuring 12.51 Sq. Mtr. situated on the ground floor in the High Court Annex Building (South Wing) purely on license basis for running Photocopying Center for a period of one year to the tenderer who offers highest amount as a license fee. This period may be further extended for 3 years at the discretion of the office and on certain condition.

The duly filled in Tender Document with relevant supporting documents should be submitted to the office of the Registrar (Administration), High Court of Judicature at Bombay, Nagpur Bench, Civil Lines, Nagpur along with a Tender Fee of Rs. 3000/- (non refundable) and Rs. 30,000/- as Earnest Money Deposit (E.M.D.) (refundable to unsuccessful Tenderers), in the form of Demand Draft drawn in favour of "**Registrar, High Court of Bombay, Nagpur Bench, Nagpur**" on or before 04/03/2024. Tenders received after due date, incomplete in any respect or not accompanied by prescribed documents, will not be taken into consideration.

The sealed tenders containing technical cover will be opened **on 05.03.2024 at 11.00 a.m.** in presence of those Tenderer who may appear. Financial cover will be open on the same day after scrutiny of technical documents submitted by the tenderer. The decision of the Registrar (Administration) in regard to acceptance or rejection of any or all the tenders will be final.

Nagpur
Date :- 23.02.2024


(Ravindra M. Sadrani)
Registrar (Administration)
High Court of Bombay,
Nagpur Bench, Nagpur

ANNEXURE - A

HIGH COURT OF JUDICATURE AT BOMBAY, NAGPUR BENCH, NAGPUR.

TERMS AND CONDITIONS FOR RUNNING

PHOTOCOPYING CENTER

1. The successful tenderer/licensee shall be allotted a space ad-measuring 12.51 Sq. Mtr. situated on the Ground Floor, Opposite Bar Typists room in the High Court Annexe building, South Wing (**here in afters referred to as the "Premises"**) for running Photocopying Center. It will not be permissible for the licensee to use any additional area / space of the portion of the corridor, adjacent to the premises for running the Photocopying Center.
2. The tenderer must verify details of documents to be attached from the Checklist at **Annexure-C** of the Tender Document before submitting the tender.
3. The relation between the successful tenderer as Licensee and the High Court of Judicature at Bombay, Nagpur Bench, Nagpur through its Registrar (Administration), referred to as Licensor.
4. The tenderer must be the owner and the Proprietor of the shop.
5. The tenderer must have an Permanent Account Number (PAN) and shall attache Income Tax Return during last three financial years i.e. 2020-21, 2021-22 and 2022-23.
6. Attested photo copies of PAN Card, Registration of Partnership Firm / Proprietary concern (if any), Registration Certificate under Shops and Establishment Act, must be enclosed with the tender document.
7. The demand draft of Earnest Money Deposit (EMD) of unsuccessful tenderers will be returned to them after the acceptance of the proposal of the successful tenderer/licensee(hereinafter called as "Licensee"), within a reasonable time.
8. Earnest Money Deposit (EMD) of the successful tenderer/licensee will be invested in Fixed Deposit Receipt in a Nationalized Bank and the same will be returned to him on completion of the period of contract or its termination, along with the accrued interest thereon.
9. The interested tenderer needs to deposit tender fee of Rs. 3000/- (non- refundable) in the form of Demand Draft drawn in favour of "Registrar, High Court of Bombay, Nagpur Bench, Nagpur."
10. Besides tender fee, the interested tenderer needs to submit Demand Draft of Rs. 30,000/- (refundable) as a Earnest Money Deposit (E.M.D.)
11. The Earnest Money Deposit (EMD) shall, however, be liable to be forfeited, in case, the licensee causes any damage to the premises.
12. The tenderer should fill all the details in Tender Form (**Annexure - B**) and attached the documents as per checklist (**Annexure - C**) in proper sequence.

13. The tenders will be opened in the office of Registrar (Administration) High Court of Bombay, Nagpur Bench, Nagpur in the presence of tenderer are at liberty to remain present the time of opening.

14. Tenders received after due date and time are liable to be rejected. No communication in this regard shall be entertained.

15. The tender will have to be submitted in two parts i.e. Technical Cover (documents as per eligibility criteria documents) and Financial Cover (as per **Annexure - G**). The formats and documents to be submitted in Technical and Financial Covers are mentioned in the tender document. The Tenderer should submit their Technical and Financial Covers separately in two sealed envelopes with proper labeling and these two envelopes should be put into another envelope with proper labeling of following information in bold:-

**(1st Envelope) Technical
(2nd Envelope) Financial
CONFIDENTIAL / OPEN ONLY BEFORE THE COMMITTEE
(Extreme Right hand Side of the Envelope)**

**NAME OF THE ASSIGNMENT:
TENDER NOTICE NUMBER AND DATE:
AND CONTACT NUMBER OF THE TENDERER**

To,

The Registrar (Administration)
High Court of Bombay,
Nagpur Bench,
Nagpur-440 001.

16. The Technical and Financial envelopes should be clearly marked as Technical Cover & Financial Cover on the top of the relevant envelopes. Tenderer must submit their tenders to the specified address on or before the last date and time for submission of tender as mentioned in above Schedule. The High Court of Bombay, Nagpur Bench, Nagpur will not be responsible for postal delay / any consequence in receiving of the tender. Any tender received after the deadline will be out rightly rejected.

17. The tenderer should disclose as to whether any of his/her family member or member of joint family is serving on the establishment of High Court of Judicature at Bombay and/or any of its Benches and/or in any District Court/s, in Maharashtra, if yes, particulars there of shall be given along with prescribed Tender Form. (**Annexure - B**).

18. The contract will be terminated in a case, if tenderer conceals any information in respect of employment of his / her family member or member of joint family working in the establishment of High Court of Judicature at Bombay and / or any of its Benches and / or in any District Court/s, in Maharashtra.

19. The tenderer should not be a party in any legal proceedings before any court in India and also no criminal offence should have been registered against tenderer. If any crime is registered then details must be given in Undertaking as per as per (**Annexure - E**) should be given by the tenderer.

20. The tenderer must submit undertaking as per (**Annexure - D**) regarding his/her blacklisting, if any by any government organization.

21. The successful tenderer/licensee shall ensure proper discipline among his / her worker and further ensure that they do not indulge in any unlawful, immoral activity.
22. The successful tenderer shall ensure proper discipline among his / her workers and further ensure that they do not indulge in any illegal unlawful, immoral activity.
23. The employment of child labour is strictly prohibited under the law. Therefore, the licensee will not employ any child as a labour in his/her Photocopying Center.
24. The successful tenderer shall take at his own cost, if required, by law necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the aforementioned services and shall comply with all relevant labour laws as well as industrial laws as applicable to the area as existing or as may be mentioned during the contract period. There shall not be any legal relationship what-so-ever between the High Court Administration and the employees/workers to be appointed by the tenderer for the purpose of contract/service. The High Court shall not be responsible for any acts, losses towards the said employees/workers and any other person.
25. The successful tenderer shall not appoint any sub-contractor to carry out his obligation under the contract. Subcontracting will lead to immediate termination of contract.
26. The successful tenderer shall personally run the Photocopying Center and shall not assign the said right to anybody, or for any other purposes, besides the work of photocopying.
27. The successful tenderer shall pay License fee of the premises as offered by him and approved by the High Court Administration.
28. The lowest bid of tender/monthly license fee shall not be less than the fee/rent approved by the Public Works Department, Nagpur/Government Authorities in the locality in that regard.
29. The successful tenderer shall deposit the monthly License Fee with the office, every month, in advance, on or before the 5th day of the succeeding month.
30. If the agreed monthly License fee or any part thereof remains in arrears or remains unpaid for a period of 30 days from the due date, it shall be open for this office to terminate the contract, without any notice in that behalf.
31. Further, in case of delayed payment, beyond 5th day the successful tenderer shall be liable for payment of penalty at the rate of Rs. 100/- per day for the period till the delay continues.
32. The period of contract of the Photocopying Center, shall be one year from the date of award of the contract, subject to its extension further for a maximum period of 3 years with enhanced license fee as may be determined by this office, subject to 'Work Satisfaction Certificate' issued by the High Court Bar Association, Nagpur.

33. The successful tenderer must commence, keep open the photocopying center on office working days and shall not use the premises on holiday.
34. The successful tenderer, his employee or agent shall not be allowed to use premises for residence or for any other purposes than mentioned in the tender /contract and the licensee shall not make any alteration or change (either of permanent or temporary nature) in the premises without the written consent of this office.
35. The successful tenderer shall not use or operate radio, television or any other music system or any other equipment not connected with the business/work of photocopying in the premises.
36. The successful tenderer shall do the Police Verification of all the staff members working and shall have to produce verification certificate to the office before allowing any worker to work in the center.
37. The successful tenderer shall raise necessary infrastructure facility in the premises including the electric wiring, meter (if required) etc. and shall install adequate numbers of Photocopying machines of reputed make, at his costs and shall be under obligation to provide standard, good quality photocopies and service to the customer.
38. A sub-meter for supply of electricity is installed in the premises and the successful tenderer shall be required to pay the electricity consumption charges and shall deposit the electricity consumption charges to this office, regularly and he shall be wholly responsible in case of any breach thereof. The successful tenderer shall not indulge in any activity by tampering with the sub-meter in any manner, whatsoever.
39. The successful tenderer shall provide the services of making photocopies to the Advocates, their clerks, litigants and public at reasonable rate proposed by him / her and approved or as may be from time to time approved by this office.
40. The successful tenderer shall be required to give maximum discount in photocopying charges on all the documents, that may be got photocopied by the High Court, under the authority of the Registrar (Administration) or an officer duly authorized by him / her in that behalf, for official use only and shall give priority to the said work, as and when needed in case of emergency.
41. The office shall not be liable for any damage or loss caused to the successful tenderer, of whatsoever nature, during existence of contract.
42. In case the successful tenderer intends to vacate the premises for any reason whatsoever, he / she shall give one month's notice, in writing of his / her intention to do so to the this office.
43. The licensee shall be revocable at any time, at the discretion of this office, by giving 48 hours' notice, without assigning any specific reason therefor.
44. On expiry of license period/contract, the successful tenderer shall hand over vacant possession of the premises in a condition in which it was given in his possession without raising any dispute whatsoever after clearing all dues, unless the contract is renewed for a further period. He/she shall be liable to compensate any damage to the premises, if found at the time of vacating the premises.

45. The successful tenderer will be at liberty to remove all the movable articles brought by him / her in the premises during the continuance of the contract, at his / her costs, before delivery of possession of the premises to the office.

46. The successful tenderer shall not use the premises for any other purpose except for running Photocopying Center and the Registrar (Administration) or any Officer/Official authorized by him, shall have right to enter and inspect the premises at any time.

47. Decision of the Registrar (Administration) in respect of evaluation and acceptance of tender and / or award of contract or to alter any term and condition of the contract, or with regard to the quality of the service, photocopies provided by the tenderer shall be final.

48. In case of death of successful tenderer, the contract shall be treated as cancelled and his / her legal heirs / representatives will not be entitled to claim any right over the premises, or to continue to run Photocopying Center in the said vicinity.

49. The contract may also be terminated in case of sub standard, poor quality of the photocopies and any unsatisfactory service performance during the contract period with due notice. The contract shall be also terminated in case any complaints are received from the customers with regards to the quality of service and goods if after due verification substance is found in the complaint.

50. This office reserves the right to blacklist a tenderer for a suitable period in the event of any breach or default of any terms and conditions of the tender document and the agreement to be executed by the successful tenderer. The blacklisted / debarred tenderer are not qualified to participate in the tender process and their tender shall be rejected summarily. This action is in addition and without prejudice to forfeiture of E.M.D. / any further action, as deemed fit, against the tenderer.

51. If the successful tenderer commits breach of any of the aforesaid terms and conditions, the license shall stand terminated and the Licensee shall be bound to hand over vacant and peaceful possession of the premises to the Licensor and shall pay all the dues then payable to Licensor.

52. The successful tenderer shall charge the rate per copy for photocopy as per rate chart of High Court of Bombay.

53. The successful tenderer shall apart from Tender fee and EMD, deposit one month license fee in advance as security in the form of Bank Guarantee which shall be liable to be forfeited in case of default of payment of dues.

54. In case of any incident of accident, natural calamities (vis major) or force majeure or any other unforeseen incident, pandemic, epidemic, etc. the High Court (Administration) shall not be responsible for /or to compensate any loss caused to the tenderer or to any of his/her workers due to such incident.

55. The High Court Administration shall have charge/lien over all the moveables like Photocopying machine and other goods of the tenderer against any remaining unpaid dues and shall be retained until all the dues are cleared, if the tenderer does not clear the dues the office shall have right to sell the said moveables/machines and get the dues recovered out of its proceeds.

56. The dispute arising out of the tender/contract shall be subject to the arbitration by the arbitrator who shall be appointed by the High Court Administration.

Date : 23.02.2024


(Ravindra M. Sadrani)
Registrar (Administration)
High Court of Bombay,
Nagpur Bench, Nagpur

ANNEXURE - B

HIGH COURT OF JUDICATURE AT BOMBAY

NAGPUR BENCH, NAGPUR

TENDER FORM

FORM OF APPLICATION FOR CONTRACT TO RUN BUSINESS OF PHOTOCOPYING CENTER

1	Name & full address of the applicant / intending Tenderer with Contact Number - Land Line No./ Mobile No. / E-mail ID.	
2	Enclose the relevant copies : permission granted by Municipal Authority, Registration Certificate issued by Shop Inspector etc...	
3	Details of Income Tax Returns for last three financial year [Enclosed the relevant copies]	
4	Details of Permanent Account Number (PAN) [Enclosed the relevant copies]	
5	Present occupation of the applicant	
6	Experience in the field : Please attach copies of the documents in support	
7	Details of Earnest Money Deposit and Tender Fee in the form of Demand Draft Number, date and bank on which it is drawn.	
8	Disclose whether any family member or member of joint family who is serving on the establishment of High Court of Judicature at Bombay, Nagpur Bench, Nagpur ? If yes, give the details of name, post and relation with employee	

NOTE: Per Photo Copy rate for Advocates, clerks, litigants and general public and for High Court Registry for official use only, will be fixed by the Licensor in negotiation with the Licensee.

Nagpur:
Date : 23.02.2024

Signature of the Applicant

ANNEXURE - C

CHECKLIST OF DOCUMENTS TO BE ATTACHED

1. Demand Draft of Rs. 30,000/- towards EMD (refundable)
2. Tender Fee of Rs. 3,000/- (non refundable)
3. Registration Certificate issued by Shop Inspector (*Gumastha*) (attested photocopies)
4. Income Tax Returns for last three years (attested photocopies)
5. Permanent Account Number (PAN) (attested photocopy)
6. Undertaking as per Annexure D, E and F
(attested photocopies)
7. Experience Certificates, if any (attested photocopies)
8. Signature of the tenderer or his / her authorized signatory on each page of the Tender Document as acceptance of the terms and conditions in Tender Document.
9. Financial Cover (in separate envelope)
10. Technical Cover (in separate envelope)

ANNEXURE - D

HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR

Undertaking

I / We _____ hereby declare
that we have never been blacklisted / prosecuted by the Central / State
Government, Corporations or Government Undertakings.

Date:

Place:

Authorized Signature with Seal

Name: _____

ANNEXURE - E
HIGH COURT OF JUDICATURE AT BOMBAY,
NAGPUR BENCH, NAGPUR

UNDERTAKING

I / We hereby undertakes that I / We are not party to any legal proceedings pending before the any court in India and also no criminal offence is registered against me/us.

If any, crime is registered then details are as under :-

Date:

Place:

Authorized Signature with Seal

Name:_____

**To be enclosed in separate as Financial Cover
Annexure — G
Financial Cover Submission Form
Covering Letter (In Tenderer Letter Head)**

[Location, Date]

To
The Registrar (Administration)
High Court of Bombay, Nagpur Bench,
Nagpur-440 001.

Subject :- Submission of financial offer for running
Photocopying Center in the High Court premises.

Sir,

I, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Tender Notice No._____. my/our attached financial offer is for the sum of [Insert amount(s) in words and figures *] per month towards license fee. I do hereby undertake that, in the event of acceptance of our tender, the services shall be provided in respect to the terms and conditions as stipulated in the tender document.

I have carefully read and understood the terms and conditions of the Tender Notice and do hereby undertake to provide the service accordingly. I understand that you are not bound to accept any tender you receive.

Yours faithfully,

Authorized Signatory [In full and initials]:

Name and Designation of Signatory with Date and Seal:

Address of the tenderer: