

लघुवाद न्यायालय, मुंबई

लोकमान्य टिळक मार्ग, धोबी तलाव, काळबादेवी, मुंबई - ४०० ००२

दूरध्वनी क्रमांक: ०२२-२२०८८७००/२२०८८७४९

निविदा सूचना

लघुवाद न्यायालय, मुख्य शाखा या न्यायालयामध्ये एक वर्षाच्या कालावधीकरिता छायांकीतप्रतीचे काम कंत्राटी पध्दतीने करून घेण्यासाठी कंत्राटदारांकडून मोहोरबंद निविदा मागविण्यात येत आहेत.

या संदर्भातील सूचना तसेच अटी व शर्ती याबाबतची माहिती या कार्यालयाच्या सूचना फलकावर तसेच न्यायालयाच्या <http://ecourts.gov.in> तसेच <http://bombayhighcourt.nic.in> या संकेतस्थळावर उपलब्ध आहे. सदर निविदा या 'जोडपत्र अ' नुसार 'प्रबंधक, लघुवाद न्यायालय' या नावाने दिनांक १२ ऑक्टोबर, २०१७ रोजी दुपारी २.०० वाजेपर्यंत लघुवाद न्यायालय, लोकमान्य टिळक मार्ग, धोबी तलाव, काळबादेवी, मुंबई - ४०० ००२ येथे स्वीकारले जातील. तसेच सदर निविदा त्याच दिवशी, दुपारी २.३० वाजता जे निविदाकार किंवा त्याचे प्रतिनिधी उपस्थित राहतील, त्यांचे समक्ष उघडण्यात येतील. निविदेच्या पाकीटावर वरच्या भागात "झेरोक्स मशीनच्या कंत्राटी कामाची निविदा" असे ठळक अक्षरात लिहावे.

निविदा निवड समिती कोणतेही कारण न देता निविदा अर्ज स्वीकारण्याचा वा नाकारण्याचा हक्क राखून ठेवीत आहे.

लघुवाद न्यायालय, मुंबई }

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दिनांक : १८ सप्टेंबर, २०१७ }

सही/—

(नरेश व्ही. शहा)

अप्पर प्रबंधक

ANNEXURE 'A'

Tender No.	
Name of Contractor/firm	
Full Address of Contractor/firm	
Contact Nos. of Contractor/firm.	
E-Mail, Fax No. of Contractor/Firm	
Pan Card No.	
Details of Income Tax Returns of last three years.	
Details of Work Experience, if any in Government Sector. (Annex Documents)	
Number of Xerox Machines to be installed by Contractor (At least two xerox machines compulsory and one of them new machine),	

Sr. No.	Description of Photocopier Machines	Number of copies per minute	Company/ Model Name	Per Copy Rate		
				A3 Size Paper (80 GSM)	A4-size Paper (80 GSM)	Full Scape Size Paper (80 GSM)
1.						
2.						

(Name, Signature & Seal of Contractor/firm)

**INSTRUCTIONS FOR CONTRACTORS FOR
OUTSOURCING PHOTOCOPY WORK IN THE
COURT OF SMALL CAUSES, MAIN BRANCH.**

1.	Contractor must have PAN Number and he should have filled Income Tax returns for last 3 years.
2.	The Contractor should only mention the rates of photocopy for A3, A4 and full-scape size on high quality photocopy paper-80 GSM quality paper. The rate should be quoted as per format in Annexure 'A' and rates should be inclusive of all taxes.
3.	The Contractor should not be a party in any legal proceedings before Court of Small Causes, Mumbai and its Bandra Branch.
4.	The Application should be addressed to "The Registrar, Court of Small Causes, Main Branch, Dhobi Talao, Mumbai - 400 002. On the top of the envelop the words " <u>Tender for Outsourcing of Xerox</u> " should be written. The cost of the tender of Rs. 1,000/- (Rupees One Thousand Only)(non refundable) and the Earnest Money Deposit (EMD) of Rs. 5,000/- (Rupees Five Thousand)(refundable) by way of Demand Draft/Pay Order payable in Mumbai drawn in favour of "Registrar, Court of Small Causes, Mumbai" is required to be annexed with the application.
5.	The duration of this contract shall be for a period of one year from the date of commencement of the photocopy work which is likely to be extended further if the parties decide to do so on the same rates by mutual consent.
6.	The approved contractor shall borne all the expenses for paper, toner, maintenance of the photocopying machines, payment of the operators, electricity charges and any other equipment or material required for photocopying work.

7.	The approved Contractor will have to install heavy duty and latest photocopier machines (At least two copying machines), at its own cost, as per specification mentioned in the Annexure 'A' in the office premises provided by the Registrar, Court of Small Causes, Main Branch , Dhobi Talao, Mumbai – 400 002 and he shall not claim any right, title and interest in respect of the space where machine will be kept.
8.	It is the responsibility of the approved contractor to appoint operators and also pay the appropriate salary to the operators so appointed.
9.	The Office shall not be liable or responsible for damage caused to any equipments, accessories, or parts of photocopy machines and so also to the operator or representative for any injury caused by any reason.
10.	It is sole responsibility of the Contractor to keep all the copying machines in well running condition, so that the work of copying should not be hampered on any count. If any photocopy machine is out of order and not repairable within 24 hours, then the Contractor shall provide standby machine until the former is repaired of its own cost.
11.	Tender must be submitted on or before last date and time as mentioned in this Advertisement.
12.	Contractor should not be under a declaration of ineligibility for corrupt and fraudulent practices.
13.	No Interpolations, erasures or overwriting shall be valid in tender /application. Such tender/applications would be treated invalid and rejected.
14.	The decision of Tender Committee in this regard shall be final and binding on the Contractor and cannot be challenged.

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15.	The approved Contractor should observe highest standards of ethics and should not indulge in corrupt or fraudulent practices during the execution of the contracts.
16.	The payment will be done to the Contractor on monthly basis within reasonable time taken for passing the bills.
17.	Any sort of Advance payments will not be made to the Contractor, for any reason during the contract period.
18.	The Tender Committee reserves the right to vary, modify, revise, amend or change any of the terms and conditions mentioned above and to reject any or all the applications without assigning any reason whatsoever thereof or may terminate the contract midway without assigning any reason.
19.	Contractor will take only such number of copies as asked and will take proper care of documents and will ensure and would be liable for safe custody of such documents during the execution of the work.

10/11/17

**Additional Registrar,
Court of Small Causes,
Mumbai-400 002.**

TERMS AND CONDITIONS

1	The terms of Agreement shall be of one year from the date of execution of agreement photocopying work.
2	The Service Provider shall provide the service of photocopying the documents (black and white as well as colour) of the consumer by installing his machinery for the same at the costs and expenses of the Service Provider within the premises to be provided by this Office.
3	The photocopying charges shall be paid by this office to the Service Provider.
4	The Service Provider shall ensure that every photocopy is legible to the satisfaction of this Office and the Office will be charged only for legible photocopies of documents.
5	The Office shall arrange for Electric connection to be connected for the machinery to be installed by the Service Provider within the premises of the Office and the Service Provider shall be liable to Pay Electricity Bill charges for the Electricity consumption for running the photocopying/Xerox machine and/or his unit for said purpose as per the sub meter reading. Sub Meter of electric connection be installed by service provider bearing the cost of Such Electricity Bill/charges shall be paid promptly by the Service Provider within prescribed time, failing which the Office will be entitled to withhold the payment of the photocopying charges to the extent of such unpaid Electricity Bill to the Service Provider.
6	The Service Provider shall submit his bill for the photocopying charges on monthly basis and Office shall pay such bill within a period of one month from the date of receipt of such bill, subject to the verification and only after the settlement of the same with the Service Provider. If payment of Charges is not made to the Service Provider on account of delay on the Part of the Government of Maharashtra or for any other reason/s beyond the

	control of the Office, the Service Provider will not claim any extra charges/damages from the Consumer.
7	The Service Provider shall be liable for the payment of his employees/machine operators, for repairs and maintenance, spare parts etc., of his photocopying machinery and for all other statutory liabilities, compensation to any person/ due to any injury, arising out of his business with the Office under Agreement and the Office shall not be liable for the same in any manner whatsoever. The Service Provider shall subscribe to the insurance policy for the insurance against any damages, harm or injury, which may be caused to this office premises due to the business activities of the Service Provider under Agreement, to the satisfaction of the Consumer. Such Insurance Policy shall be produced to the Office as and when asked for.
8	The Service Provider shall be liable to keep the photocopy machinery in operation or in working condition regularly on day-to-day basis and shall ensure that no work of the Office is stalled or hampered due to non-working of his photocopying machineries. In the event for any reason, the photocopying machineries of the Service Provider are not in operation, the Service Provider shall at his costs and expenses get the work of photocopying of the documents of the Consumer, done from outside and shall ensure that the order of Consumer is fulfilled within stipulated period to the satisfaction of the Consumer.
9	The Service provider shall procure necessary machinery and material of the said service at his costs and expenses.
10	The Service provider shall provide said service to this Office between 9.00 a.m. to 7.00 p.m. on all working days and also beyond such timing and on Sundays and holidays if so required by the Office. No extra charges for the providing said service

	beyond the normal working hours and on Sundays and holidays shall be paid by the Office to the Service Provider.
11	The Service Provider shall give discount of 3% on the aggregate bill amount of every three months during the tenure of the Agreement.
12	The account of the photocopies taken out by the Service Provider and supplied to the Office shall be maintained on day to day basis by the Officer designated by this Office 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 under this Agreement.
13	The Service Provider shall not accept or undertake the photocopying work of any other party or person.
14	The Service Provider shall not cause any damage/s of any nature whatsoever it may be or tamper with the document given by the Office for photocopying and in default thereof shall be liable for damages, as may be decided by the Office. The Service Provider shall be liable for the damages to the Office for the theft of the document given by the Office in the custody of the Service Provider for the photocopying purposes, as may be decided by the Office.
15	If the Service Provider commits breach of any term/s of the agreement (for two days even after receiving written communication from the Office in this behalf) the Office may forthwith terminate the Agreement, notwithstanding anything contained in the Agreement without being liable in any manner to any damages and would be entitled to claim damages from the Service Provider.

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20	The Service Provider shall not in any manner tamper with or destroy documents or contents therein and shall take every precaution for safe return of the records/documents.
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(Naresh V. Shah)

Additional Registrar

Court of Small Causes, Mumbai

16	<p>The Service Provider shall not claim any right, title and interest in respect of the portion of the premises of the consumer given to the Service Provider for running his photocopying unit for the Agreement purpose in any manner whatsoever and shall be liable to vacate the same and handover vacant and peaceful possession within 7 days from the day Office calling upon and requiring the Service Provider in that behalf and shall not raise any objection or dispute for the same.</p>
17	<p>In the event Service Provider is willing to continue to render his said service to the Office then he shall inform about the same at least 90 days before the expiry of the terms of this Agreement. However, the renewal of this Agreement shall be at the discretion of the Office.</p>
18	<p>The parties shall be entitled to terminate this Agreement by giving 30 days notice in writing to the other and in case of the termination of this Agreement by the Office, the Service Provider shall vacate the premises given to him for running his photocopying unit for the purpose of providing service under the Agreement on expiry of 30 days without putting forth any reasons or excuse.</p>
19	<p>Notwithstanding the provision in the preceding clause the Office shall have right to get the premises given to the service provider for running his photocopying unit for the purpose of providing service under the Agreement, vacated forthwith due to the breach of this Agreement on the part of Service Provider for any alteration, misuse of premises or acting contrary to the interest of Office and the Service Provider shall be liable to vacate the same without any reasons or excuses whatsoever.</p>