

जिल्हा व अति. सत्र न्यायालय, खेड राजगुरुनगर.

नोटीस

विषय:— आउटसोर्सिंगचे तत्वांवर छायांकित प्रतीचे (Photocopy) काम करणेसाठी एक छायांकन यंत्र ऑपरेटरसह एक वर्षे कालावधीसाठी खाजगी ठेकेदारामार्फत ना. उच्च न्यायालय, मुंबई यांनी निर्गमित केलेल्या अटी शर्तीच्या अधीन राहून, बसविणे बाबत...

संदर्भ:— मा. जिल्हा न्यायालय, पुणे यांचे पत्र जा. क्रं. ना. २४७६/२०२० दि. १८/०४/२०२०

जिल्हा व अति. सत्र न्यायाधीश खेड राजगुरुनगर, पुणे हे जिल्हा व अति. सत्र न्यायालय, खेड येथील आवारातील जिल्हा न्यायालय खेड, दिवाणी न्यायालय व स्तर खेड व दिवाणी न्यायालय, क. स्तर खेड यांच्या आखत्यारीतील न्यायालये व कार्यालयांसाठी आउटसोर्सिंगचे तत्वांवर छायांकन यंत्राद्वारे छायांकित प्रतीचे (Photocopy) काम करण्यासाठी स्थानिक पुरवठा दारांकडून दरपत्रके मागवून, छायांकनाचे काम करून घेण्यासाठीची सर्व प्रक्रिया पूर्ण करून, ना. उच्च न्यायालय, मुंबई यांनी ठरवून दिलेल्या छायांकन कामाच्या दरानुसार अथवा, त्यापेक्षा कमी दराने, प्राप्त झालेल्या न्युनतम L1 पुरवठा दाराची निविदा स्विकारून त्याप्रमाणे, सेवा सविंदा करारानामा करून, छायांकनाचे काम करून घ्यावयाचे आहे. त्याकरिता या जाहिर निविदाद्वारे पात्र निविदाधारकांकडून निविदा मागविण्यात येत आहे.

ना. उच्च न्यायालय, मुंबई यांचे निर्देशान्वये, छायांकन प्रतीच्या कामाचा दर हा खालील तक्त्यामध्ये नमूद केलेप्रमाणे सर्व करासह जास्तीत जास्त तेवढा किंवा त्यापेक्षा कमी असणे आवश्यक आहे.

ए ४ आकाराचा कागद एक प्रत (सिंगल साईट) प्रत्येक प्रतिचा दर सर्व करांसह	एएस/एएफ फुलस्केप आकाराचा कागद (फुल साईज/लिंगल पेपर) एक प्रत सिंगल साईट प्रत्येक प्रतिचा दर सर्व करांसह	ए ३ आकाराचा कागद एक प्रत (सिंगल साईट) प्रत्येक प्रतिचा दर सर्व करांसह
रु.०.७५	रु. १.००	रु. १.५०

तरी, स्थानिक पुरवठादारांनी दरपत्रके / निविदा दिनांक १०/१२/२०२० रोजी सायंकाळी ५:०० वाजेपर्यंत किंवा शक्य तितक्या लवकर जिल्हा न्यायालय, खेड येथे जमा करावीत. तदनंतर प्राप्त होणा-या निविदांचा विचार केला जाणार नाही.

निविदेचे वेळापत्रक

निविदा सादर करणेचा दिनांक व ठिकाण	दिनांक १०/१२/२०२०, वेळ: सायंकाळी ०५ :०० वा. पर्यंत, जिल्हा व अति. सत्र न्यायालय, खेड- राजगुरुनगर, पुणे.
निविदा उघडणेचा दिनांक व ठिकाण	दिनांक ११/१२/२०२०, वेळ : सायंकाळी ०५. ०० जिल्हा न्यायाधीश -१, खेड यांचे कार्यालय, जिल्हा व अति. सत्र न्यायालय, खेड- राजगुरुनगर, पुणे.

अटी व शर्ती :-

- निविदा अर्जांमधील माहिती कंत्राटदारांनी भरावयाची आहे.
- कंत्राटदारांनी / संस्थेनी / कंपनीने निविदा प्रकियेसाठी निविदा अर्ज सादर करतांना त्याचे कंपनीचे / संस्थेचे, नोंदणी प्रमाणपत्र, जीएसटी कराचे प्रमाणपत्र, मागील तीन वर्षांचे आयकर प्रमाणपत्र/पॅनकार्ड, शॉप अॅक्ट प्रमाणपत्र, पॅन कार्ड , तसेच राष्ट्रीयकृत बँकेत खाते असल्याचा तपशील ईत्यादी प्रमाणपत्रे या कार्यालयात सादर करावी लागतील. तसेच पुरावठादार यांनी ज्या ज्या संस्थांच्या ठिकाणी आउटसोर्सिंगचे तत्वांवर छायांकित प्रतीचे कामे करण्यात आलेली आहेत, त्या संस्थांची यादी, नावे, पत्ते वगैरेबाबतची माहिती निविदासोबत जोडण्यात यावी. सदर कागदपत्रे साक्षात्कृत केलेली असावीत. या सर्व प्रमाणपत्रांची छायांकित प्रती निविदेसोबत सादर करणे बंधनकारक आहे. तसेच सादर केलेल्या निविदा उघडतेवेळी संबंधित निविदाकारांनी उपरोक्त प्रमाणपत्रांच्या छायांकित प्रती तांत्रिक निविदेसोबत न जोडल्यास तसेच मुळ प्रती तपासणीसाठी सादर न केल्यास त्यांचे निविदा अर्ज निविदा प्रकियेतुन बाद ठरविण्यात येईल.
- जाहिर निविदा जिल्हा व अति. सत्र न्यायालय, खेड राजगुरुनगर येथे दिलेल्या तारखेस व वेळी उघडण्यात येईल.
- जिल्हा व अति. सत्र न्यायालय, खेड राजगुरुनगर व त्यांचे अखत्यारीतील न्यायालयांमधील आउटसोर्सिंग तत्वांवर छायांकित प्रतीचे काम करण्यास इच्छुक असणा-या पुरवठादारांनी छायांकनाचे काम करून देत असताना, या कार्यालयांच्या मुळ कागदपत्रांच्या अनुषंगाने छायांकन हे मुळ कागदपत्रांच्या आकारामानाप्रमाणेच काढणे बंधनकारक राहिल. म्हणजेच मूळकागद जर ए-४, एएफ/एएफ फुलस्केप/ लिगल, ए-३ आकाराचे असतील तर त्याच आकाराच्या कागदावरती छायांकन काढणे आवश्यक राहिल.
- सदर न्यायालये / कार्यालयांमधील कामाची व्याप्ती पाहून आवश्यकतेनुसार छायांकन यंत्रांच्या संख्येमध्ये ऑपरेटरसह कमी जास्त करण्याचे सर्व अधिकार या कार्यालयाने राखून ठेवलेले आहेत. त्याअन्वये पुरवठादाराने कार्यवाही करणे बंधनकारक राहिल.
- निविदेमध्ये नमुद केलेल्या सर्व ठिकाणी छायांकन कामासाठी बसविण्यात येणारी छायांकनाची यंत्रे ही नामांकित कंपनीची सुव्यवस्थित व प्रति मिनीट जास्तीत जास्त प्रतीचे हायस्पीड छायांकन काम करणा-या उच्चतम: वेगाची असणे आवश्यक आहे.

७. सर्व छायांकन यंत्रासोबत छायांकनाचे काम करणेसाठी पुरवठादार यांनी त्यांचा स्वतःचा कर्मचारी / ऑपरेटर देणे बंधनकारक राहिल.

८. तसेच, छायांकन यंत्रे ही ना. उच्च न्यायालय, मुंबई यांनी निर्गमित केलेल्या अटी-शर्तीच्या आधीन राहुन खाजगी ठेकेदारामार्फत बसविण्यात येणार आहेत. सदर अटी व शर्तीचा समावेश असलेल्या करारनाम्याची छायांकित प्रत यासोबत जोडण्यात आलेली आहे. सदर करारनाम्यातील सर्व अटी व शर्तीचा विचार करूनच आपल्या निवीदा सादर करणे बंधनकारक राहिल याची सर्व आउटसोर्सिंग तत्वांवर छायांकित प्रतीचे काम करण्यास इच्छुक असणा-या पुरवठादारांनी नोंद घ्यावी.

९. निविदेमध्ये नमूद केलेल्या सर्व ठिकाणच्या छायांकन यंत्राचा इन्शुरन्स काढण्यात आलेला असावा.

१०. निविदाधारकाने निविदेमध्ये नमूद केलेल्या ठिकाणी सब मिटर बसविणे आवश्यक असून सदर मिटरमध्ये रकमेप्रमाणे सदर विज देयक हे पुढील महिन्याच्या १० तारखेच्या आत ज्यात्या कार्यालयात रोखीने भरणे आवश्यक आहे.

११. निविदेमध्ये छायांकन कामासाठी चांगल्या प्रतीचा कागद म्हणजे ८५ जी.एस.एम. चा कागद वापरणे आवश्यक आहे व सदर प्रतीचा कागद हा पुरवठाधारकानेच पुरवणे बंधनकारक राहिल.

१२. निविदाधारकाने कार्यालयीन कागदपत्रांच्या छायांकित प्रति आणि नक्कल व पेपर बुकच्या छायांकन प्रतिचे रोजचे रोज होणा-या प्रतिंच्या संख्येची नोंद ही कार्यालयीन कागदपत्रांसाठी वेगळी ठेवणे आवश्यक राहिल, तसेच नक्कल व पेपर बुकच्या छायांकन प्रतिच्या संख्येची नोंद ही वेगळी ठेवणे आवश्यक राहिल. त्या अनुषंगाने वेगवेगळी देयके सादर करणे आवश्यक राहिल. निविदाधारकांनी कार्यालयीन कागदपत्रांच्या छायांकन प्रतीचे आणि नक्कल व पेपर बुकच्या छायांकन प्रतिचे कामाबाबत ठेवलेल्या नोंदीची तपासणी ही संबंधित कार्यालयांकडून केलेनंतर देयक अदा करण्यात येईल.

१३. पुरवठाधारकाने पुरविलेले सर्व छायांकन यंत्र याची संपूर्ण जबाबदारी ही पुरवठाधारकांची राहिल व त्याची देखभाल व दुरुस्ती ही पुरवठाधारकानेच करणे बंधनकारक राहिल.

१४. सदर सेवा पुरवण्यासाठी आवश्यक असणारी सर्व यंत्र-सामग्री, व साहित्य याचा खर्च पुरवठाधारकानेच सोसावा.

ठिकाण — खेड—राजगुरुनगर

दिनांक — २५/११/२०२०



अधिक्षक

जिल्हा व अति. सत्र न्यायालय,
खेड—राजगुरुनगर

DRAFT OF THE AGREEMENT

This Agreement is made and entered into at ----- on this ----- day of ----- for the period of ----- to ----- i. e. for ----- year as per office note date ----- between ----- Indian Inhabitant having address at ----- hereinafter referred to as "THE CONSUMER" (Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors administrators and assigns) OF THE OTHER PART AND Shri ----- of Mumbai, Indian Inhabitant, having his address at ----- hereinafter referred to as "SERVICE PROVIDER" (Which expressions shall unless it be repugnant to the context or meaning thereof shall mean and include him heirs, executors, administrators and assigns) OF THE OTHER PART.

WHEREAS THE consumer has its office at ----- and for his day to day business/work needs the service of photocopying the documents, popularly known as Xeroxing (Colour or otherwise) etc (hereinafter referred to as the said service) AND WHEREAS the Service Provider is engaged in the business of rendering service to his customers/Consumers.

AND WHEREAS THE parties hereto held and concluded negotiations for the service Provider rendering the said service to the Consumer on certain terms and conditions and have decided to record the same under this agreement as follows :

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The Term of this agreement shall be of one year to be completed from the date of execution hereof.
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 space/s in permissions to be provided by consumer.
3. The Photocopying charges shall be paid by the Consumer to the Service Provider at the following rate.

1) Rs..... Ps. : per copy for A4 Size & in all respect with
Standard sunshine xerox paper 80 GSM.

Rs. Ps. : Back to Back per copy for A4 Size.

2) Rs. ----- Ps. : per copy for AF/AS Full size/Legal Paper & in all
respect with Standard sunshine xerox paper
80 GSM.

Rs. ----- Ps. : Back to Back per copy for AF/AS Full/Legal
Paper size.

3) Rs. ----- Ps. : per copy for A3 Size in all respect with
Standard sunshine xerox paper 80 GSM.

Rs. ----- Ps. : Back to Back per copy for A3 size.

4. The service Provider shall ensure that every photocopy is legible to the satisfaction of the Consumer and the Consumer will be charged only for legible photocopies of the documents.

5. The consumer shall arrange for Electric connection/s to be connected for the machinery to be installed by the Service Provider within the space/s of the premises of the consumer and the Service Provider shall be liable to pay Electricity Bills of charges for the Electricity Bill/charges shall be paid promptly within prescribed time, failing which the consumer will be entitled to withhold the payment of the photocopying charges to the extent of such unpaid Electricity Bill.

6. The service Provider shall raise his bill for the photocopying charges on monthly basis on the Consumer and the Consumer shall pay such bill within a period of one month from the date of receipt of such bill however subject to the verification and only after the settlement of the same with the Service Provider.

7. The Service Provider shall be liable for the payment of his employees/machine operators, for the maintenance, spare parts of his photocopying machinery and for all other Statutory Liabilities, compensation to any person/s due to any injury, arising out of his business.

with the Consumer under this Agreement and the Consumer 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 damage, harm or injury, which may be caused to the Consumer or to his office premises due to the business activities of the Service Provider under this Agreement, to the satisfaction of the Consumer. Such Insurance Policy shall be produced to the Consumer on or before commissioning the said service to the Consumer.

8. 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 the Consumer is stalled or hampered due to non-working of his photocopying machinery. In the event for any reason the photocopying machinery 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 the outside and shall ensure that the order of the Consumer is fulfilled within desired time to the satisfaction of the Consumer.

9. The Service Provider shall procure necessary machinery and material for the said service at his costs and expenses.

10. It is agreed that, the Service Provider shall provide said service to the Consumer between 9.00 a. m. to 7 p. m. on working days and also beyond such timing and on Sunday and holidays if required by the Consumer. No extra charges for the providing said service beyond the normal working time and on Sundays and holidays shall be paid by the Consumer to the Service provider.

11. The Service Provider shall give discount of 1% of the aggregate bill amount of every month during the tenure of this Agreement.

12. The account of the photocopies removed by the Service Provider and supplied to the Consumer shall be maintained on day to day basis by the officer designated by the Consumer 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 of any nature whatsoever nor shall tamper with the document given by the Consumer for photocopying and in default thereof shall be liable for damages as may be decided by the Consumer. The Service Provider shall be liable for the damages to the Consumer for the theft of the document given by the Consumer in the custody of the Service Provider for the photocopying purpose, as may be decided by the Consumer.
15. The Service Provider shall furnish unconditional Bank Guarantee in favour of the Consumer for Rs. 7,000/- for each machine or less towards the due performance of this Agreement. The Consumer shall be entitled to revoke the same for the reason to be intimated to the Service Provider.
16. The Service Provider shall not claim any right title and interest in respect of the space/s of the premises of the Consumer given to the Service Provider for running his photocopying unit for this Agreement purpose in any manner whatsoever and shall be able to vacate the same and to handover peaceful and vacant possession of the spaces/s within 7 days from the date of Consumer calling upon and requiring the Service Provider in that behalf and shall not raise any objection or dispute for the same.
17. In the event the Service Provider is willing to continue to render his said service to the Consumer then he shall inform about the same at least 90 days before the expiry of the term of this Agreement. However the renewal of this Agreement shall be at the discretion of the Consumer.
18. 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 Consumer, the Service Provider shall vacate the space/s of the premises given to him for running his photocopying unit for the purpose of providing service under this Agreement on expiry of the said 30 days without putting forth any reason or excuse.
19. Notwithstanding the provision in the preceding clause the Consumer shall have right to get the space/s of premises given to the Service Provider for running his photocopying unit for the purpose of providing service under this Agreement, vacated forthwith due to the breach of this Agreement on

the part of Service Provider for any alteration misuse of space/s of premise or acting contrary to the interest of Consumer and the Service Provider shall be liable to vacate the space/s without any reason or excuse whatsoever.

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

21. The Service Provider shall work under supervision of Assistant Superintendent, Record office at District Court, Pune & Assistant Superintend of above mentioned Courts.

The following terms and conditions are included additionally with the aforesaid terms and conditions issued by The Hon'ble Bombay High Court. These terms and conditions are amended for convenience of this office by Purchase Committee, District Court, Pune -

- 1) The Service Provider shall abide with the terms and conditions issued by The Hon'ble High Court of Bombay.
- 2) The Service Provider shall ensure that the photocopy be taken on the same size of the paper that of the originals documents i.e. A-3 /A-4 / Full Scape as applicable.
- 3) This office has reserved all the rights on number of photocopying machines with number of operators which shall be binding on the service provider.
- 4) The Service Provider shall provide and operate reputed and branded photocopying machines of high speed and in good working condition along with trained and skillful operators at their own cost.

- 5) In addition to the terms and conditions issued by Hon'ble Bombay High Court at Sr. No. 8 above, if the photocopying machines are in shut down/not working condition for more than 3 office working days the Service Provider shall be liable for penalty and/or fine of Rs.1,500/- each day after the third subsequent non working day. The penalty and/or fine will be deducted from the monthly bill of the Service Provider. If the photocopying machines are in shut down/not working condition for more than 7 office working days the bank guaranty of Rs.7,000/- per photocopying machine submitted by the Service Provider shall be deposited to the Government by this Office and the Service Provider will not be liable for any sort of complaint or appeal anywhere.
- 6) The Service Provider shall maintain separate register for office/court copies and paper book/certified copy and for the same the bill shall be submitted separately. The Service Provider shall be entitled for payment subject to confirmation by concerned office, so maintained by himself about certified copy, paper-book and office/court copies.
- 7) The Service Provider shall submit attested documents to this Office as follows –
- Income Tax Returns for previous 3 subsequent years
 - GST/
 - etc
- 8) The Service Providers accepts and agrees to provide 8 photocopying machines with operators

IN WITNESS WHEREOF the parties hereto have hereunto set and
subscribe the respective hands and seal the day and year first herein above
written.

SIGNED, SEALED AND DELIVERED)
by the within named CONSUMER)
in the presence of)

1.)
)
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)
)

2.)
)
SIGNED, SEALED AND DELIVERED)
by the within named SERVICE)
PROVIDER-----)
)
----- in the presence of--)