PROCEEDINGS OF THE PRIL. DISTRICT AND SESSIONS COURT, BAGALKOT.

TENDER NOTIFICATION DATED: 25-07-2024

Sub: Calling of quotations for procurement of Copier Machine Services through outsource method on OPEX model for the use of the courts of Bagalkot unit.

Ref: 1. Hon'ble High court of Karnataka, Bengaluru Letter No.52/2023, dated: 18-01-2024.

2. Hon'ble High court of Karnataka, Bengaluru Letter No.52/2023, dated: 28-06-2024.

Sealed Quotations are invited from the local (preferably) private Xerox operators who are interested to prepare the copies of Judicial records including Orders, Judgments, IAs, evidences, exhibits etc by installing their own copier machines in the premises of the following Court complexes/ Establishments Copying branch through outsource basis on OPEX Model for the use of following Courts of Bagalkot Unit, subject to the terms and conditions stipulated here under.

Sl.No.	Name of the Courts	Quantity
1	Prl. District and Sessions Court Bagalkot	1
2	Prl. Senior Civil Judge and CJM Court Bagalkot	1
3	Prl. Senior Civil Judge and JMFC Court Jamakhandi	1
4	Senior Civil Judge and JMFC Court Bilagi	1
5	Senior Civil Judge and JMFC Court Badami	1
6	Prl. Senior Civil Judge and JMFC Court, Mudhol	1
7	Senior Civil Judge and JMFC Court Hunagund	1
8	Senior Civil Judge and JMFC Court Banahatti	1
9	Prl. Civil Judge and JMFC Court Bagalkot	1

Terms and Conditions;

- 1. The vendor should be agency/form/organization with a track record of having provided xerox services (men power & machine) with valid registration certificate & relevant business certificates which is recognized by authorities.
- 2. The Vendor has to install his/its own good condition environment friendly and heavy duty Xerox machines. The said Copier Machines have to be installed in the designated location/branch of the Court. The installation cost, maintenance and the consumables cost along with copier machine operator cost required for the said machine has to borne by the vendor only.

- 3. The bidder should quote the Cost Per Copy (for one side of the sheet), excluding the cost of papers supplied by the courts, including applicable taxes and deductions if any. 1% wastage shall be allowed and it is not chargeable. The office of the above said courts of Bagalkot unit is not liable for any additional/ unforeseen cost other than the Cost per Copy.
- 4. The vendor should not be black listed by any state/ Central Government any other PSU, as on the date of its proposal. The agency/firm/ organization that are in litigation will not be eligible to participate in this tender. An undertaking to that effect should be submitted.
- 5. The electric power, space and required copier sheets will be supplied for the copying purpose by the Court/Establishment concerned.
- 6. Down time of the Copier Machine should be NIL during working days.
- 7. In case of major repairs of the Copier Machine, the Vendor shall provide alternate machine without any loss of time.
- 8. The Copies that are to be prepared are invariably mixture of A4, A3, legal sheets and other sizes as required.
- 9. The copiers shall have the Auto-feeding, zooming, saving in various digital formats (for digitization purpose) and other basic capabilities.
- 10. Payment will be made periodically on receipt of necessary particulars by the vendor on monthly basis out of the allotment available in the court for the said purpose, due to other reason if any delay in making payment by this office, the vendor shall bear such delay until payment will be made.
- 11. The Vendor has to deposit an Earnest Money of Rs.10,000/- by way of Demand Draft drawn in the name of the "Prl. District and Sessions Judge, Bagalkot", which is returnable upon completion of procurement process.
- 12. Successful bidder has to enter into Service Level agreement as per the above mentioned terms and conditions before Installation of copier machines and submit performance Bank Guarantee of 5% of the estimated copying output per copier machine for a year in the form of FDR or Bank Guarantee duly hypothecated infavour of the Prl. District and Sessions Judge, Bagalkot.
- 13. Approximately 4,00,000/- copies will be the rough estimated copies per annum for per copier machine. However, court will not make any minimum commitment of pages for any copier machine.
- 14. Finalized price per page for copying will be treated as rate contract Initially for the period of One year and extendable beyond the said duration, if court concerned finds work and service of the Vendor is

- satisfactory for a further period which is agreeable to the Court concerned.
- 15. The Prl. District and Sessions Judge, Bagalkot, unit head will reserve the right to cancel the service if the proposed service is not satisfactory.
- 16. The installation, maintenance, repairs and consumables along with the xerox machine operator for the said machine has to be borne by the vendor only. All output of Copies should be clean and clear and vendor shall Guarantee/maintain acceptable level of copy quality through out contractual period.
- 17. Manual to operate should be provided for every copier machines and vendor contact Number and E-mail ID should be pasted on the machine.
- 18. The vendor has to analyze/inspect the overall performance of the copier machines on monthly basis.
- 19. The party shall not sub-let the installation of copying machines to any third parties for carrying out copier related works without prior written permission of the Lessor.
- 20. The office shall not be liable or responsible if any damages caused to machines due to short circuit or if any other reasons in the office premises. It should be borne by the vendor. The vendor shall be subscribe to the insurance against the said damages and such insurance policy copy shall produce to the office, as and when asked.
- 21. The acceptance or rejection of the tender is at the discretion of the Prl. District and Sessions Judge, Bagalkot and it is final and is not binding to accept the lowest proposal or any proposal, and reserve the right of acceptance to the whole or any part of the tender (proposal) or portion of the quantity offered and also reducing or enhancing the Tender Amount and to cancel the service, if proposed service is not satisfactory, without assigning/specifying any reasons thereof.
- 22. If the Principal District and Sessions Judge, Bagalkot noticed any fault/discrepancies on the work service, the payment would be withheld till the rectification and that in the event of non-fulfillment of any of the terms or whole of the contract, there is forfeiture of security deposits, deposited by the tenderer without any notice and that the contract would be canceled.
- 23. Once the contract is over, installer need to take back the copier machines on "as is where is" basis.
- 24. The vendor upon successful tender allotment, shall provide the said services at the same rate, with all the conditions remaining the same, for the entire period and even after the expiry of the contract period, until the completion of the next tender process for the said services.

- 25. The vendor shall maintain premises in a clean and hygienic manner without causing any nuisance or considerable disturbance of any kind in the surrounding place.
- 26. In case of man power provided by the vendor, the vendor has to submit an affidavit regarding, the person has to maintain secrecy of the court documents/papers and he/she is not going to save the documents in any digital formats and operators are not permitted to xerox/photocopy anything other-than the court documents/papers. Further, operator has to print specific copies as per the directions of the examiner and has to avoid unnecessary wasting of xerox papers. If found violating the above condition the matter will be viewed seiously and the contract will be terminated without prior notice.

Note:

- a) Proposals without the relevant documents and EMD amount will be treated as ineligible.
- b) If any details submitted by the vendor are found to be incorrect or false at a lated stage, then the firm will be blacklisted.

The Firms/Agencies/Operators who will abide by the above said terms and conditions may submit their Quotations in the form of "Annexure-A" in sealed cover addressed to the "Prl. District and Sessions Judge, Bagalkot" with superscribing on the cover as "Quotation for installation of Copier Machines in the Courts of Bagalkot Unit", so as to reach this office on or before 26-08-2024 within 5.30 p.m. Quotation received after 5.30 p.m on 26-08-2024 will not be considered and the sealed quotations will be opened on 27-08-2024 at 5.45 p.m in the chamber of Prl. District and Sessions Court, Bagalkot.

The tender documents can be downloaded from the Bagalkot Judiciary Website. https://bagalkot.dcourts.gov.in

> Sd/-Prl. District and Sessions Judge, & Tender Bulletin Officer BAGALKOT.

Copy submitted to:-

1. The Registrar General, Hon'ble High Court of Kamataka, Bangalore for kind information with a covering letter.

ANNEXURE-A

S1. No.	Description of the photocopier machines in detail (mention the specification of the machine with features)	Copier machine model name/ Company Name	Quantities i.e., No. Of copeir machines ready for supply	Quotation rate (cost per page for one side of the sheet)	Remarks,if any

I hereby undertaken to accept and abide all the terms and conditions of the Tender document.