OFFICE OF THE PRINCIPAL DISTRICT & SESSIONS JUDGE (NORTH-WEST)

## PUBLIC NOTICE

Sealed quotations are invited from interested parties / contractors to offer their rates towards the purchase of waste paper, old newspapers, magazine, raddi etc. from Rohini Court Complex, Delhi. Quotations in sealed envelope should be put in latest by 03:00 p.m. on 07.10.2024 in the sealed box placed in the Care Taking Branch, Porta Cabin No. 5D, 5<sup>th</sup> Floor, Main Court Building, Rohini Court Complex, Delhi quoting per kg. rate towards purchase of waste paper, newspapers, magazine, raddi etc. as mentioned above.

The applicants would be required to attach a Demand Draft / Pay Order of Rs.5000/(Rupees Five Thousand Only) (refundable) in favour of "Principal District & Sessions Judge
(North-West), Rohini Courts, Delhi" alongwith their quotation and in absence thereof, the
quotation shall not be considered. The Demand Draft / Pay Order will be returned back to
unsuccessful applicants immediately and to the successful applicant, after depositing the security
amount. The contract shall be awarded for two years starting from the day of execution of
agreement.

In this regard, terms & conditions and any other information can be obtained from Care Taking Branch, Porta Cabin No. 5D, 5<sup>th</sup> Floor, Main Court Building, Rohini Court Complex, Delhi and can also be viewed / checked on official website <a href="https://www.delhidistrictcourts.nic.in">www.delhidistrictcourts.nic.in</a>.

Sealed quotations will be opened on <u>08.10.2024</u> at 04:00 p.m. in <u>Conference Hall, 5<sup>th</sup></u>
Floor, <u>Main Court Building</u>, Rohini Court Complex, Delhi.

(DEEPAK DABAS)

Chairman, Condemnation Board, O/o The Principal District & Sessions Judge(s) (North West & North District), Rohini Courts, Delhi

## TERMS & CONDITIONS IN RESPECT OF SALE OF WASTE / OLD NEWSPAPER, MAGAZINE, RADDI ETC. FROM ROHINI COURT COMPLEX, DELHI

- That the contractor shall remove all the waste old newspapers, magazine, raddi etc. from Rohini Court Complex, Delhi immediately after the call from the office, both by verbal or written.
- 2. That the contractor shall make his own arrangements for bags, boxes, vehicles and labour etc. that may be required for such removal.
- 3. That that contractor shall get the weight of the waste material newspapers, magazine, raddi etc. from the Government authorized DHARAMKANTA in presence of the official of Care Taking Branch, Rohini Court Complex and deposit the full amount as per the rate, in the Care Taking Branch, Porta Cabin No. 5D, 5<sup>th</sup> Floor, Main Court Building, Rohini Court Complex, Delhi. The expenditure about the weighing will be borne by the contractor. The Care Taking Branch shall deposit the amount received from the contractor in lieu of sale of waste / old newspapers, raddi etc. in the Cash Branch (North-West), Rohini Courts, Delhi.
- 4. That the contractor will give an undertaking that he will use the waste paper for recycling purpose only.
- 5. That on default to pay the amount, the contractor shall pay penalty of Rs.500/- (Rupees Five Hundred Only) per day, in cash.
- 6. That in the absence of the lifting / removal of the waste / old newspapers, magazine, raddi etc. from Rohini Court Complex by the contractor, the labour charge i.e. Rs.1000/- for that day will be charged by the Care Taking Branch, Rohini Court Complex from the contractor and concerned office shall have the right to clear the waste / old newspapers, magazine, raddi etc. at the risk / cost of the contractor.
- 7. That all bags, boxes, trolleys, vehicles, labour etc. required to remove the waste newspapers, magazine, raddi etc. from Rohini Court Complex shall be engaged by the contractor at his own cost & expenses and he will not be allowed to do sorting of waste in the premises of Rohini Court Complex, Delhi.
- 8. That the waste / old newspapers, magazine, raddi etc. from Rohini Court Complex shall be taken by the contractor on "as is where is basis"
- 9. That the contract is a rate contract and no guarantee can be given as to the quantity of waste papers, which will be available during the period of contract.

- 10. That a security amount i.e. Rs.10,000/- (Rupees Ten Thousand Only) shall be deposited by the contractor with the Care Taking Branch, Rohini Court Complex, Delhi for the due and faithful performance of all the obligations under the present contract.
- 11. That the security deposited by the Contractor will be interest free.
- 12. That in the event of the contractor committing breach of any terms or conditions of the contract, the office shall in addition to the other rights and powers, is empowered to cancel / terminate the contract forthwith by giving 15 days notice in writing to contractor and forfeit the sum of Rs.10,000/- (Rupees Ten Thousand Only) deposited as Security and shall in addition recover the loss occasioned by such breach. The security deposit will be returned to the contractor after completion of the contract as per rules and after settlement of all dues and outstanding amount, if any, against him.
- 13. That notwithstanding anything aforementioned, it shall be lawful for the office to terminate this contract at any time by giving one calender month notice in writing (with assigning any reason) to contractor, while the contractor shall be entitled to terminate this contract by giving two calender months' notice in writing to the office but not before expiry of four months period from issuance of contract.
- 14. That the contractor shall make the payment / penalty which will be imposed by the office for all damages which may be caused to any property of the office by any act / default of the contractor, his agents or servants.
- 15. That the contractor shall strictly abide by the security instructions / requirement (both written and verbal) communicated to him officially by this office during the terms of the Contract. The contractor will have to submit the identity proof / photograph of the agents / labourers appointed to take and remove the waste / waste paper / material. The cost of verification of antecedents of Contractor and its agents or labours shall be borne by the contractor himself and the same will be got verified by the Police concerned.
- 16. That the contractor shall not without the previous consent of this office assign or subject or let out any part of work of this contract or any part thereof or any right to payment thereunder, or associate or entrust any other person or persons with him for the purpose of performance thereof.
- 17. That all disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Ld. Principal District & Sessions Judge (North-West), Rohini Courts, Delhi or any other person nominated by him. The Arbitration shall be in accordance with The Arbitration and Conciliation Act 1996.

The arbitrator shall be entitled to enlarge the time of arbitration with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

18. This contract is awarded for Two years starting from the day of execution of the agreement and same may be extended after period of two years on the basis of performance of contractor subject to the approval of the Competent Authority / HOD.

(DEEPAK DABAS)

Chairman, Condemnation Board, O/o The Principal District & Sessions Judge(s) (North West & North District), Rohini Courts, Delhi

Dated 19/09/2024

Copy for information & necessary action to :-

- 1. PS to the Ld. Principal District & Sessions Judge(s) (North-West and North), Rohini Courts, Delhi.
- The Incharge(s), Computer Branch of all the District Court Complexes in Delhi / New Delhi
  with the request to upload the Auction Notice alongwith Terms & Conditions on their respective
  website of District Court.
- Branch Incharge(s), Care Taking Branch, Central, West, South, South-East, New Delhi, Shahdara, North-East, East, South-West, RACC, Delhi with the request to paste the auction notice on the notice boards of their respective court complex.

4. Incharge, Care Taking Branch, Rohini Courts, to take necessary arrangement for auction process.

Chairman, Condemnation Board,
O/o The Principal District & Sessions Judge(s)
(North West & North District), Rohini Courts, Delhi

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