OFFICE OF THE DISTRICT & SESSIONS JUDGE (HQs); DELHI

PUBLIC NOTICE

Sealed quotations are invited from interested parties/contractors to offer their rates towards the purchase of waste paper, newspaper, magazine, raddi etc. from Record Rooms & Library and weeded administrative records from different branches of District Court, Tis Hazari, Delhi. Quotations should be put in latest by 28.11.2016 at Care Taking Branch, Room No. 305, Tis Hazari Courts, Delhi quoting per kg. rate of purchase of waste paper, newspaper, magazine, raddi etc. mentioned above. The applicants would be required to attach a Demand Draft / Pay Order of Rs. 5000/-, (Rs. Five thousand only), in favour of District & Sessions Judge (HQs), Delhi alongwith their quotation and in absence thereof, the quotation shall not be considered. The demand draft will be returned back to unsuccessful applicants immediately and successful applicant after depositing the security amount. In this regard, terms & conditions and any other information can be obtained from Care Taking Branch, Room no. 305, Tis Hazari Courts, Delhi and can also be viewed/checked on official website www.delhicourts.nic.in. Sealed quotations will be opened on 29.11.2016 at 4 p.m. in chamber of room no. 222, Tis Hazari Courts, Delhi.

(Chandra Shekhar)

Chairman,

Condemnation Board,

O/o District & Sessions Judge (Hqs),

Delhi.

कार्यालय जिला एवं सत्र न्यायाधीश (मुख्यालय) : दिल्ली

सार्वजनिक सूचना

> (चन्द्र शेखर) अध्यक्ष, निराकरण बोर्ड, कार्यालय जिला एवं संत्रे न्यायाधीश (मुख्यालय), दिल्ली।

TERMS & CONDITIONS REGARDING THE REMOVAL OF THE WASTE/OLD NEWSPAPERS, MAGAZINE, RADII ETC. FROM THE DISTRICT COURTS

LIBRARY & RECORD ROOMS AND WEEDED ADMINISTRATIVE RECORDS

FROM DIFFERENT BRANCHES, TIS HAZARI COURTS, DELHI.

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- 1. The contractor(s) shall remove all the waste/old newspapers, magazine, radii etc. from the District Courts Library & Record Rooms and weeded administrative records from different branches, Tis Hazari Courts, Delhi immediately after the call from the office, both by verbal or written and when asked to do so by the office.
- 2. The contractor(s) shall make his/their own arrangements for bags, boxes, vehicles and labour that may be required for such removal.
- 3. The contractor shall get the weight of the waste newspapers, magazine, radii etc. from the Government authorized DHARAMKANTA and deposit the the full amount as per rate (@ per kg.) decided by the office. The expenditure about the weighing will be borne by the contractor.
- 4. The contractor will give an undertaking that he will use the aforesaid waste paper for recycling purpose only.
- 5. On default to pay the payment, the contractor shall pay Rs. 500/- (Rs. Five hundred only) per day, in cash.
- 6. In the absence of the lifting/removal of the waste/old newspapers, magazine, radii etc. from the District Courts Library and Record Rooms, Tis Hazari Courts, Delhi by the contractor, the labour charge i.e. Rs. 1000/- per day will be charged by the office from the contractor & office shall have the right to clear the waste/old newspapers, magazine, radii etc. from the District Courts Library and Record Rooms, Tis Hazari Courts, Delhi at the risk/cost of the contractor.
- 7. All bags, boxes, trollies, vehicles required to remove the waste newspapers, magazine, radii etc. from the District Courts Library and Record Rooms, Tis Hazari Courts, Delhi shall be engaged by the contractor at his own expenses and he will not be allowed to do the sorting of waste in the premises of the court complex, Tis Hazari Delhi.

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- 8. Waste/old newspapers, magazine, radii etc. from the District Courts Library and Record Rooms, Tis Hazari Courts. Delhi shall be taken by the contractor on as is where is basis.
- 9. 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. As Security for the due and faithfull performance by the contractor of all his obligations under the present contract the contractor will deposit with the office, a interest free sum of Rs. 10000/- (Rs. Ten thousand only).
- 11. The Security Deposited shall be held by the office as interest free. The Office shall be entitled to deduct from the same any amount that may be determined by the Ld. District & Sessions Judge(HQs), Delhi if there is any breach of the terms of the agreement. In case of such deduction the contractor will reimburse the same and keep the security deposit intact.
- 12. In the event of the contractor committing a breach of any terms or conditions of the contract, the office shall in addition to the other rights and powers be entitled to cancel/terminate the contract forthwith by giving 15 days notice in writing to contractor and forfeit the sum of Rs. 10000/- (Rs. Ten thousand only) deposited as Security and shall in addition recover the loss occasioned by such breach. The security deposit will be returned back to the contractor after completion of the contract as per rules and after verifying that no claim is due outstanding against him.

Termination of Contract

13. Notwithstanding anything aforesaid, it shall be lawful for the office to terminate this contract at any time by giving one calender month's notice in writing (without assigning any reason) to contractor, while the contractor shall be entitled to terminate this contract by giving two calender month's notice in writing to the office but not before expiry of four months period from issuance of contract.

Damage

14. 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.

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Security Checks and Police verification of Antecedents:

- 15. The contractor shall strictly abide by the security instructions/ requirement(both written and verbal) that will be in place/communicated to him officially by the Contract Authority during the entire term/period of the Contract. The contractor will have to submit the identity proof/photograph of the agents/labourers appointed to lift the waste/waste paper/material. Identification of the these agents/labourers must be got verified by the Police by the contractor.
- 16. The contractor shall not, without the previous consent of the office assign or subject or let out as task of piece 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 Ld. District & Sessions Judge(HQs), Delhi or any person nominated by him. The Arbitration shall be in accordance with the Arbitration 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. The Contractor will provide one non-judicial stamp paper worth Rs. 100/- (Rs. One hundred only) for the execution of the agreement within 7 days of the contract award.

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