

DISTRICT AND SESSIONS COURT DHULE

Railway Station Road , Dhule - 424 001

TENDER PAPERS FOR: -

- I.** Online e-tenders for the following work are invited by the **PRINCIPAL DISTRICT AND SESSIONS JUDGE, DHULE** (the '**PDJ**' for short) at District & Sessions Court, Dhule, Railway Station Road, Dhule (Phone no. 02562-232190), from the Registered and Experienced Contractor in appropriate Class.

The name of work, estimated cost, earnest money, security deposit, duration of contract etc. are as under.

NAME OF WORK, WORK PROFILE, COST OF TENDER, AND TENURE ETC.:

To Provide / supply manpower for 07 (Seven) posts of **DATA ENTRY OPERATOR**, for the work profile more specifically described in SECTION (I) i.e. Detailed Tender Notice (the '**DTN**' for short) with Terms and Conditions.

The work contract will be assigned for Three Years i.e. from / / 2023 to / / 2026.

Estimated Costs:

For the post of DATA ENTRY OPERATOR –

Rs. 50,40,000/- (Fifty Lakh Forty Thousand only) inclusive of GST and Labour Insurance Charges for the period of three years.

(i.e. at the rate upto Rs.20000/- per month per Data Entry Operator)

Ref No. (Tender No. 01 /2023)

District Court Outward No. 2390/2023

DISTRICT AND SESSIONS COURT DHULE

Railway Station Road , Dhule - 424 001

E- TENDER NOTICE

Ref. No. (Tender No./01/2023/): The District Court Dhule (Tel no. 02562-232190) invites e-Tenders in the prescribed format for "the post of DATA ENTRY OPERATOR " on Outsourcing basis for the period of "**Three Years i.e. from ____/____/2023 to ____/____/2026**" from the Registered and Experienced Contractors in appropriate class as per the specifications mentioned in the e-tender document. The Detail Tender Notice with terms and conditions is available on the below mentioned websites -

<https://mahatenders.gov.in>

Website of Establishment – districts.ecourts.gov.in/dhule

The interested bidders may submit their tender offer from the website <https://mahatenders.gov.in> from **12/05/2023** at 10:00 hrs to **06/06/2023** till 14:00 hrs.

In case of difficulty concerning online bid submission, for help contact 24x7 toll free number 1800-3070-2232.

(Mohammad R. H.)
Principal District & Sessions Judge, Dhule
District & Sessions Court, Dhule

Dated: ____/ 05/ 2023

जिल्हा व सत्र न्यायालय धुळे
रेल्वे स्टेशन रोड, धुळे - ४२४ ००१

ई-निविदा सूचना

संदर्भ क्र. -जिल्हा न्यायालय धुळे/ई-निविदा/०१/२०२३ जिल्हा न्यायालय धुळे (दुरध्वनी क्र.०२५६२-२३२९९०) या कार्यालयाव्दारे "डेटा एन्ट्री ऑपरेटर पदासाठी" विहित नमुन्यात तीन वर्षांच्या कालावधीसाठी दिनांक / / २०२३ ते दिनांक / / २०२६ पर्यंत बाह्य यंत्रणेद्वारे नोंदणीकृत आणि अनुभवी ठेकेदारांकडून विहित नमुन्यात ऑनलाईन ई-निविदा, निविदेतील कागदपत्रांमध्ये विनिर्देशित केल्याप्रमाणे मागवित आहेत. विस्तृत निविदा सूचना व त्यासंबंधीच्या अटी व शर्ती महाराष्ट्र शासनाच्या <https://mahatenders.gov.in> आणि जिल्हा न्यायालयाच्या <https://districts.ecourts.gov.in/dhule> या संकेतस्थळावर उपलब्ध आहेत. इच्छुक ठेकेदारांना आपल्या निविदा दिनांक १२ /०५/ २०२३ सकाळी १०.०० ते ०६/०६/२०२३ दुपारी ०२.०० पर्यंत <https://mahatenders.gov.in> या संकेतस्थळावरून सादर करता येतील. इच्छुक ठेकेदार कामाचे ठिकाण व कामाच्या स्वरूपाची प्रत्यक्ष पाहणी करण्यासाठी, जिल्हा न्यायालय धुळे यांच्याशी संपर्क साधू शकतील.

ऑनलाईन ई-निविदासंबंधी अधिक माहितीकरिता २४ x ७ उपलब्ध असणा-या १८००-३०७०-२२३२ या टोल फ्री क्रमांकावर संपर्क साधावा.

सही/-

(मोहम्मद आर. एच.)

दिनांक: / ०५ / २०२३

प्रमुख जिल्हा व सत्र न्यायाधीश धुळे

1) DEFINITIONS:

1. **“Applicable Law”** means the laws, enactments and any other instruments having the force of law in India, as may be issued from time to time.
2. **“DISTRICT COURT DHULE ”** means District & Sessions Court, Dhule
3. **“Bank”** or **“Banks”** refers to all Nationalized and scheduled Indian Banks as per the current list of Reserve Bank of India.
4. **“Bidder/Contractor/Tenderer”** connotes the same meaning and includes a Company, a firm, a Joint Venture, or Consortium which participates in the tender and submits its proposal.
5. **“Contract”** means an agreement entered into between the Authority and the Bidder, as recorded in the Contract Form signed by the parties, including all attachments and all documents incorporated by reference therein.
6. **“Contract Price”** means the price payable to the Successful Bidder under the ‘Letter of Award’ for the full and proper performance of its contractual obligations. The Contract Price shall be deemed as “Contract Value” appearing anywhere in the document.
7. **“Court”** means all Courts and Tribunals within the jurisdiction of the High Court of Bombay.
8. **“High Court”** means the High Court of Judicature at Bombay.
9. **“in writing”** means communicated in written form with proof of receipt.
10. **“Kick Off Meeting”** means a meeting convened by the District Court Dhule to discuss and finalize the work execution plan and procedures with the successful Bidder.
11. **“Letter of Award”** means a signed letter by the Principal District and Sessions Judge Dhule to award the work.
12. **“Successful Bidder”** means the Bidder, who, after the complete evaluation process, gets the Letter of Award.
13. **“Outsourced Contractual Staff (OCS)”** means the manpower provided by the bidder pursuant to the work order placed by District Court, Dhule

SECTION -I : DETAILED TENDER NOTICE WITH TERMS AND CONDITION (DTN).

Online e-tenders for the following works are invited by the **PRINCIPAL DISTRICT AND SESSIONS JUDGE, DHULE** (Phone no. 02562-232190) from the Registered and Experienced Contractors in appropriate Class.

The name of work, estimated cost, earnest money, security deposit, duration of contract etc. are as under:

1. Name of Work, Qualification and Work profile:

1.1 Name of Work: Data Entry Operator [07 (Seven) Posts]

- Qualification:**
- i)** Must be a graduate of any recognized University in any faculty.
 - ii)** must have passed Government Commercial Examination or equivalent Examination conducted by Bureau of Government Examination, Maharashtra State, Or I.T.I. for a) English Typing with speed of 40 w.p.m. and b) Marathi Typing with speed of 30 w.p.m.
 - iii)** must possess Computer certificate about proficiency in operation of word processors in Windows and Linux in addition to M.S. Office, M.S. Word, Wordstar-7 and Open Office Org. obtained from any of the following Institutes: a) Universities established under the Maharashtra Universities Act, 1994; b)Goa/ Maharashtra State Board of Technical Education; c)NIC; d)DOEACC; e)APTECH; f)NIIT; g)C-DAC; h)DATAPRO; i)SSI;

j)BOSTON; k)CEDIT; l)MS-CIT. or equivalent certificate issued by a Government Recognized Institute.

b) Work Profile:

1. Case and Caveat Filing.
2. Case Data Entry after Case filing.
- 3.Receipt Fees Details.
- 4.I-Court Fees Details and Defacement of Court Fees Paid Online through GRAS.
- 5.Case Objection/Scrutiny Details.
- 6.Case Registration Details.
7. Suit Immovable property details in immovable suit schedule.
8. Suit movable property details in movable suit schedule.
9. Property (Muddemal) details in Criminal Cases.
10. Interlocutory Application Filing (IA Filing) in Registered/ Unregistered Cases.
11. Litigant Details Updatons.
12. Judges Leave Details
13. Plead Guilty Cases Data Entry and Registration.
- 14.FIR Details in Pretrial functionality.
- 15.Filing Details of Applications filed at Remand Stage in FIR.
- 16.Charge-Sheet/Summary Filing through FIR No. in Pretrial Functionality.
- 17.Appellate information-information of Writs and Directions issued by Superior Courts.
- 18.Under Trial Prisoner Details in UT Functionality.
- 19.Any other work assigned by head of the Department/Superior Officer of the Establishment.

2. Cost of Each Tender Form: Rs.5,000/-

3. Minimum estimated cost (approximate) of work put to tender for the post of Data Entry Operator for 3 years :-

Rs. 50,40,000/ - (Fifty Lakh Forty Thousand only)

inclusive of GST and Labour Insurance Charges for the period of three years.

4. Earnest Money Deposit: - Rs.55,000/-

5. Security Deposit: - 3 % of Tender amount.

6. Uploading date of E-Tender: - 12 / 05 / 2023

7. Pre-Tender Conference Date: - 20 /05/2023

8. Last day up to which online blank

tender forms will be issued: - 06/06/2023 14.00 p.m

**9. Last date for submission of e-tenders: - 06 / 06 /2023
14.00 p.m.**

**10. Date and time of opening of the e-tender:-07 /06 /2023
14.05 p.m.**

Technical bid (Envelope no. 1) will be opened online on **07 /06/2023 at 14:05 hrs.** at the District Court, Dhule

Time and date of opening of financial bids (Envelope no. 2) will be informed to the qualified bidder after verification of technical bids.

11. Validity Period:- The offer of the contractor will remain valid for 90 days from the date of opening of Envelope No.2.

12. Period of Contract:- Subject to the performance of the tenderer, the period of contract will be of Three years (i.e. from __/__/2023 to __/__/2023).

13. Tender form, instructions to bidder, conditions of contract, scope of work and the contract can be downloaded from <https://mahatenders.gov.in> and tender can be submitted only after making online payment of **Rs. 5,000/- (Rupees Five Thousand only)** towards Tender form fee and further information regarding the work can be obtained from the above office. The bidder claiming exemption of Tender Form shall submit the exemption certificate online.

14. The detail tender notice and tender form shall also form part and parcel of the contract/agreement and breach of those terms and conditions shall also constitute breach of terms and conditions of the contract/agreement.

15. The bidder, if a firm or Company, shall in their forwarding letter mention the name of the Partner / Directors of the Firm or the Company (as the case may be) and the name of Partner / Director who holds the power of attorney resolutions, if any authorizing him to conduct transactions on on behalf of the firm or company.
16. Rights are reserved to revise or amend the contract documents fully or partthereof prior to the date notified for the receipt of tender. Such deviations/ amendments, if any, shall be communicated in the form of corrigendum or by a letter as the case may be considered suitable.
17. Rights are reserved with **DISTRICT COURT DHULE** to reject any or all ten ders without assigning any reasons thereof.

SECTION-II: INSTRUCTION TO BIDDER (ITB):

1. EARNEST MONEY DEPOSIT (EMD):

- 1.1** Earnest Money as mentioned above at Sr. No.4 UNDER Nature of Work along with the tender should be deposited online.
- 1.2** The bidder claiming exemption of EMD shall submit valid earnest money exemption certificate (if applicable) from Government of Maharashtra or as per the applicable Government Resolutions regarding exemption from the payment of earnest money.
- 1.3** Tender of those who do not deposit earnest money in the above terms and conditions shall be summarily rejected.
- 1.4** The amount of earnest money will be refunded to the unsuccessful tenderer on deciding about the acceptance of the tender or otherwise on expiry of the validity period whichever is earlier. In case of the successful tenderer, it will be refunded on his paying the initial Security Deposit to be paid after awarding of the work. If successful tenderer does not pay the security deposit in the prescribed time limit and complete the agreement bond, his earnest money deposit will be forfeited to the Government.
- 1.5** The amount of earnest money will be forfeited, if the participant tenderer retreats from the tender process at any stage.

2. SECURITY DEPOSIT: The successful bidder shall have to pay 100% Security Deposit in form of Fixed Deposit Receipt (FDR) of any Nationalized Bank or in form of National Saving Certificate (NSC) for **Three years**, pledged in favour of **DISTRICT COURT DHULE** or Bank Guarantee (BG) from a Nationalized Bank in the enclosed form and complete the contract documents, failing which his earnest money deposit will be forfeited to Government

- 2.1** All compensation or other sums payable by the contractor under the terms of this contract or on any account may be deducted from this Security Deposit or from any sums which may be due to him or may become due to him by Government on any account and in the event of the Security being reduced by reason of any such above noted deductions the contractor shall within ten days of receipt of notice of demand from the **Principal District & Sessions Judge, Dhule** make good the deficit.
- 2.2** There shall be no liability of the **DISTRICT COURT DHULE** to pay any interest on the Security Deposited by or recovered from the contractor

2.3 The Security Deposit shall be refunded after satisfactory completion of the contract period.

3. IMPORTANT POINT TO BE NOTED BY THE TENDERER.

3.1 Relevant provisions of the below mentioned Government Resolutions

1. विधी व न्याय विभाग शासन निर्णय क्रमांक:पदनि २५१२/प्र.क्र. १५७/का.१२, dated 26/02/2013.
2. वित्त विभाग शासन निर्णय क्रमांक:पदनि —२०१३/प्र.क्र. ११२/१३/वित्तीय सुधारणा —१, dated 02/12/2013.
3. उद्योग, उर्जा व कामगार विभाग शासन निर्णय क्रमांक: काआआ—२०१३/प्र.क्र.२३३/कामगार—८, dated 18/06/2014.
4. विधी व न्याय विभाग शासन निर्णय क्रमांक: पदनि २५१२/प्र.क्र. १५७/का.१२, dated 27/01/2015.
5. विधी व न्याय विभाग शासन शुध्दीपत्रक क्रमांक: पदनि २५१२/प्र.क्र. १५७/का.१२, dated 03/02/2015.
6. विधी व न्याय विभाग शासन निर्णय क्रमांक: कंत्राटी—२०१६/प्र.क्र. १९४/१२, dated 23/02/2017.
7. विधी व न्याय विभाग शासन निर्णय क्रमांक: कंत्राटी—२०१६/प्र.क्र. १९४/१२, dated 09/08/2017

And the below mentioned Government circular:

8. वित्त विभाग शासन परिपत्रक क्रमांक:पदनि —२०१६/प्र.क्र. २९/१६/वित्तीय सुधारणा —१, dated 02/08/2016

As well as the Notification/directions/guidelines that will be issued by Government from time to time will be applicable to the Tenderer/Contractor.

The aforesaid G.R.s, Notification, Circulars are available on official website of Government of Maharashtra (<https://maharashtra.gov.in>). The relevant Government Resolutions are part and parcel of the Contract Agreement.

3.2 The accepted eligible tender shall be forwarded to the Government for Administrative approval and after obtaining the necessary approval from Government and the concerned authorities the tendered work will be awarded to the concerned tenderer/contractor.

3.3 After awarding the tendered work, the Tenderer/Contractor shall execute an agreement with this office and shall bear the cost of Registration and Stamp duty thereof, as per the Government Rules.

3.4 The e-tendering process will be extended and re-processed, as per the prescribed norms as specified in the Gazette, if the facts and circumstances require to do so.

TENDERING PROCEDURE:-

4.1 Tender Forms. (See prescribed format as per Section-XI)

- a) Tender Forms in prescribed format (Section-XI) can be downloaded from the e-Tendering portal of Government of Maharashtra i.e. <https://mahatenders.gov.in>. However, tender can be submitted only after making online payment towards Tender Fees as per the Tender Schedule.
- b) The tender submitted by the tenderer shall be based on the clarification, additional facility offered (if any) by the **DISTRICT COURT DHULE** and this tender shall be unconditional. Conditional tenders will be summarily REJECTED.
- c) All tenderers are cautioned that tenders with conditions and/or containing any deviation from the contractual terms & conditions, specifications or other requirements will be treated as non-responsive. **The bidder should clearly mention in forwarding letter that his/her offer (in Envelope No.1 & 2) does not contain any condition, deviations from terms and conditions stipulated in the tender.**
- d) Tenderer should have valid Class II / III Digital Signature Certificate (DSC) obtained from any Certifying Authorities.

4.2 Guidelines to Bidders on the operations of Electronic Tendering System: <https://mahatenders.gov.in>.

4.3 **Pre-tender Conference/ Pre-Bid meeting:** A pre-tender conference to be held on **20/05/2023** at **02:00 P.M.** hrs. at **DISTRICT AND SESSIONS COURT, DHULE, RAILWAY STATION ROAD, DHULE** to obtain clarification regarding work and tender conditions.

4.4 The tender shall be online in two parts, i.e. (1) Technical Bid (B-1) and (2) Financial Bid (B-2).

On due date of opening only Technical Bid i.e. Envelope 'B-1' will be opened online for scrutiny to ascertain the suitability of Tenderers for the work.

The Financial bid i.e. Envelope B-2, only of the tenderers who qualify in Technical Bid will be opened online.

The Earnest Money Deposits will be refunded to the unsuccessful bidders online after approval of the Government to the bid of successful bidder.

4.5 In the technical bid the price shall not be mentioned.

4.6 Envelope B-1 and Envelope B-2 shall contain information as under:

- a) **Envelope B-1:** Called as "Technical Bid Envelope" shall contain duly uploaded/scanned copies of the documents as per Section-I (6) mentioned in eligibility criteria and as per decisions and policies framed by the Government from time to time.
- b) **Envelope B-2:** Called as "Financial Bid" and shall contain the tender form in prescribed format and it shall be duly filled and signed.

4.7 The tenders shall be submitted online as per the procedure prescribed herein above with Index Page and Page numbers.

4.8 Earnest Money shall be deposited online.

4.9 The Principal District & Session Judge, Dhule shall not be responsible for any delay / difficulties / inaccessibility of the downloading facility for any reason whatsoever. No claim shall be entertained in this regard.

4.10 Opening of Technical Bid i.e. B-1 and Financial Bid i.e. B-2:-

The Tendering Committee/Authority will first open the Technical Bid i.e. B-1 of all Tenderer and after scrutinizing their documents will shortlist the Tenderer who are eligible for Financial Bidding Process. The shortlisted Tenderer will be intimated by email in respect of the date and time for opening of the Financial Bids, and the said process will be online.

In the event of the date specified for receipt and opening of technical bid and/or Financial Bid being declared as a public holiday for Government of Maharashtra, the due date for submission of bids and opening of bids will be the next working day at the same scheduled time.

The second envelope clearly marked as 'Envelope B-2' shall contain only the main tender as per Section-XI, duly filled in by the contractor.

4.11 The Contractors are strictly advised to follow the Dates and Times allocated for e-tendering process. All the online activities are time tracked and the Electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and Time of the stage as defined in the Tender Schedule. At the sole discretion of the **DISTRICT COURT DHULE**, the time schedule of the Tender stages may be extended.

4.12 Acceptance of tender shall solely rest with the Tender Committee and final approval of **THE HON'BLE PRINCIPAL DISTRICT & SESSIONS JUDGE, DHULE** who reserves the right to accept or reject any or all tenders without assigning any reason therefor. The tenderer whose tender is accepted will have to enter into agreement within a week of being notified to do so. In case of failure, the offer of the tenderer shall be considered as withdrawn by him and amount deposited towards the EMD will be forfeited to the Government without any reference to the successful bidder/tenderer.

4.13 The contractor who contravenes with the provisions of the any rule/ law in force in India shall be **BLACK LISTED**.

.ELIGIBILITY CRITERIA AND TERMS AS TO DOCUMENTS TO BE SUBMITTED BY THE BIDDER:-

Only those Bidders who possess the following eligibility criteria shall apply. The Bidders shall submit documentary proof of eligibility in desired format as detailed in the Tender Schedule :-

5.1 Bidder shall have experience and satisfactorily completed the work for providing manpower for the job similar to the job profile of **DATA ENTRY OPERATOR** in Central Government/State Government/ Central Autonomous Body etc. The bidder should submit work experience certificate for the same. Bidder shall also submit supporting documents, such as completion certificates in respect of the work orders previously received by them.

5.2 The bidder shall have an experience of providing **DATA ENTRY OPERATOR STAFF** for a minimum period of three years.

5.3 Bidder shall submit Solvency Certificate equivalent to 20% of the tender amount from Nationalized bank or Schedule Bank.

5.4 Bidder shall submit the necessary Registration Certificate of his Company/ organization/Firm/Joint Venture/Consortium, as the case may be.

- 5.5 Bidder shall submit certified copy of Professional Tax certificate.
- 5.6 Bidder shall submit certified copy of Registration Certificate under Employees Provident Fund.
- 5.7 Bidder shall submit Certified copy of Registration Certificate under Employees State Insurance Act.
- 5.8 Bidder shall submit certified copy of License obtained from Labour Commissioner to Employ Contract Labour under Contract Labour Act.
- 5.9 Bidder shall submit certified copy of Income Tax PAN Card No. of the bidder with last three years Income Tax returns.
- 5.10 Bidder shall submit certified copy of Goods and Services Tax (GST) Registration Certificate which should be in the Name of the Bidder.
- 5.11 The bidder shall submit Shop Act Certificate, if applicable to him.
- 5.12 The bidder shall submit the receipt of Earnest Money deposited by him online.
- 5.13 The bidder shall submit the Partnership Deed/ Memorandum and Articles of associations, as the case may be.
- 5.14 The bidder shall submit the Power of attorney and in case of Company Resolutions, if any.
- 5.15 Declaration on the Bidder's Letter head that the Financial bid covers all the items of the Bid Document.
- 5.16 Bidder should bring the original documents at the time of technical bid opening and submit the same for verification, if asked by the **PRINCIPAL DISTRICT AND SESSION JUDGE, DHULE.**
- 5.17 If the documents contained in Envelope B-1 do not meet the requirements of **DISTRICT COURT, DHULE** the Envelope B-2 of concerned Bidder will not be considered for further process.

5.18 The eligible bidders from evaluation of envelope B-1 will be informed about the date and time of the opening of the financial bid envelope through email after the verification and scrutiny of the documents submitted along with technical bid.

5.19 The Financial bid of the shortlisted tenderer, qualified in technical bid shall be opened by the Committee constituted for this purpose. If the content of envelope B-2 is found in consonance with the terms and conditions specified above, the financial bid shall be treated as valid and processed for further evaluation.

5.20 The successful tenderer, on approval of the Government, will be informed by **DISTRICT COURT, DHULE**, accordingly, by the letter of intent and will be directed to pay Security Deposit and complete the agreement formalities. The work order will be placed by the **PRINCIPAL DISTRICT AND SESSIONS JUDGE, DHULE**.

5.21 The Earnest Money will be refunded to successful Bidder online by the electronic mode of transfer subject to verification that the required security deposit has been paid by tenderer and contract documents are duly signed and registered.

.THE TENDER IS LIABLE FOR OUTRIGHT REJECTION IF ON OPENING OF BID IT IS FOUND THAT

6.1 The bidder has not followed the procedure laid down for the submission of tender strictly.

6.2 The bidder proposed and/or made any alteration/Changes/amendments in the tender documents.

6.3 The bidder fails to provide the requisite documents as per the directions of the **PRINCIPAL DISTRICT AND SESSIONS JUDGE, DHULE**.

6.4 The bidder has not complied with the G.R. Dated 27th January, 2015.

6.5 The amount of tender submitted by the bidder is found as contravening with the provisions of Minimum Wages Act (i.e. Minimum Wages + Special Allowance + Bonus + G.P.F. + E.S.I.C. + Gratuity + Other applicable allowances).

Tenders which do not fulfill all or any of the above conditions or found incomplete in any respect are liable for summarily rejection.

SECTION-III: GENERAL CONDITIONS OF CONTRACT (GCC):

1. General Conditions:

- 1.1** All pages and pasted slips should be signed by the bidder.
- 1.2** Correction in amount (Financial bid) entered in agreement, if any, should be attested by the bidder.
- 1.3** The bidder shall furnish along-with tender a declaration that before submitting the tender, he has studied all terms and conditions of the tender, the relevant G.Rs, Circulars etc. and made himself/themselves acquainted with the terms and conditions of the tender document.
- 1.4** This detailed tender notice along with Corrigendum/ Addendum etc. if any, shall form part of Tender Documents.
- 1.5** Acceptance of tender will rest with the **DISTRICT COURT DHULE** who reserves the right to reject any or all tenders without assigning any reason thereof.
- 1.6** The work is required to be executed in **VARIOUS ESTABLISHMENTS UNDER DISTRICT COURT DHULE**, which is very important and sensitive area where both speed and quality of execution are to be maintained by the bidder. The bidder shall also ensure quality work in planned and time bound manner.
- 1.7** All the applicable taxes will be recovered from the gross amount of bill.
- 1.8** In case of any lost/theft of the property/record of the **DISTRICT COURT DHULE OR ITS ESTABLISHMENTS** at the instance of **DATA ENTRY OPERATOR** provided by bidder, the Bidder will be held responsible for the same.
- 1.9** In any case the contract shall not be transferable, assigned or sublet to any other person/company etc.
- 1.10** The relations of the "**DATA ENTRY OPERATOR**" of the Contractor/ Tenderer with "**THE PRINCIPAL DISTRICT AND SESSIONS JUDGE, DHULE**" will be of outsourced contractual staff (OCS), and there shall not be a relations of owner and worker.
- 1.11** Also awarding the work shall not be construed or interpreted as creation of any Agency or Partnership between **DISTRICT COURT DHULE** and the Contractor. The relationship between them shall be expressly and completely as per the terms and conditions laid down in this tender notice/Tender Document and is not open to any further or other construction or interpretation.

SECTION-IV: CONDITIONS AS TO THE WORK PERFORMANCE (SCC):

1. The bidder shall work in close coordination with concerned officials of **DISTRICT AND SESSIONS COURT, DHULE**.
2. The Bidder shall perform his duty in consonance with the rule/law in force in the India.
3. Bidder shall pay all the applicable taxes to the relevant authorities.
4. The standard of the **DATA ENTRY OPERATOR** shall always be to the satisfaction of the **PRINCIPAL DISTRICT AND SESSIONS JUDGE DHULE** and the concerned officials, whose decision in this regard shall be final and binding on the contractor. In case of default the contractor/tenderer will be held liable to the consequent effects/loss/injury, as the case may be, of the said default.
5. The services of **DATA ENTRY OPERATOR** outsourced at **DISTRICT COURT, DHULE** can be utilized in any other **COURT ESTABLISHMENT IN DHULE DISTRICT** as per the requirement and the Contractor will not raise any objection for the same.
6. The bidder shall at his/her own cost, provide necessary insurance cover, such as policy under Workmen Compensation Act etc. to the manpower provided by him in connection with the aforesaid services to be rendered to **THE PRINCIPAL DISTRICT AND SESSIONS JUDGE, DHULE**, and shall comply with all relevant labour laws [particularly Child (prohibition & regulation) Labour Act, 1986], Minimum Wages Act, during the contract period.
7. In case of breach of any law/rule at the instance of bidder, he shall indemnify **THE PRINCIPAL DISTRICT AND SESSIONS JUDGE, DHULE**, against all claims or demands, loss, injuries, expenses etc. to which the **DISTRICT COURT DHULE** may be party or involved.
8. The Contractor shall ensure that the **DATA ENTRY OPERATOR** deployed for execution of contract work should be vaccinated as per Government requirement and they shall adhere to COVID-19 protocol issued by the Government, High Court and Local authorities from time to time.
9. The Contractor shall provided suitable uniform to the **DATA ENTRY OPERATOR** as per the instructions of **PRINCIPAL DISTRICT AND SESSIONS JUDGE, DHULE**

10. Termination :

The **PRINCIPAL DISTRICT AND SESSIONS JUDGE, DHULE** reserves rights to terminate the contract by giving a month notice in case of breach on the part of bidder of any obligation under the contract and/or unsatisfactory performance during the contract period.

In the event of the pre-mature termination of the contract by The **PRINCIPAL DISTRICT AND SESSIONS JUDGE, DHULE**, for any reason, the contractor shall compensate to **DISTRCT COURT DHULE** towards the loss, if any, caused pursuant to default on his part.

11. Arbitration :

All disputes and differences arising out of and in any way touching or concerning the job profiles of **DATA ENTRY OPERATOR** and/or pertaining to terms and conditions of this contract shall be referred to the sole arbitrator only, to be appointed by the **PRINCIPAL DISTRICT AND SESSIONS JUDGE, DHULE**. There will be no objection on the part of successful tenderer to any such appointment

SECTION-V :- GENERAL SECURITY INSTRUCTIONS:-

- 1)** Without prior approval of the **PRINCIPAL DISTRICT AND SESSIONS JUDGE, DHULE** Huts / Stay of **DATA ENTRY OPERATOR** will not be allowed in the **DISTRICT OR SUBORDINATE COURTS IN DHULE DISTRICT.**
- 2)** The names, addresses and Aadhar card of the **DATA ENTRY OPERATOR** who would work in the **DISTRICT COURT DHULE**, shall be furnished for security verification within the period of 7 days from their joining of the office.
- 3)** After certification of antecedent identity cards will be issued to them by **DISTRICT COURT DHULE**. The cost of identity cards would be borne by the contractor.
- 4)** As and when there will be security requirement certain additional restrictions shall be imposed as per the requirement of the situation.
- 5)** The **DATA ENTRY OPERATOR** shall not misuse the said identity cards.
- 6)** The contractor shall be responsible for behavior and conduct of his manpower. No **DATA ENTRY OPERATOR** with doubtful integrity or of having bad record shall be engaged by the contractors.
- 7)** The contractor shall replace any errant **DATA ENTRY OPERATOR**, immediately within two days from the directions to that effect by the **PRINCIPAL DISTRICT AND SESSIONS JUDGE, DHULE**
- 8)** The **DATA ENTRY OPERATOR** shall surrender to **DISTRICT COURT DHULE**, the identity cards issued to them, if :-
 - a. The contract is concluded.
 - b. The Contract period is expired.
 - c. He/she is removed from work.
 - d. He/she resigns from the work.
 - e. He/she ceases to work in the office for any other reason.

SECTION-VI : DECLARATION OF THE CONTRACTOR (DOC)

I/We hereby declare that I/We has/have gone through the job profile of the **DATA ENTRY OPERATOR** and got acquainted with the area of work and also has/have made myself/ourselves thoroughly conversant with the local conditions regarding Scope of Work, on which I/We have based my/our rates for this tender. The specification and lead, lift of this work have been carefully studied and understood by me/us before submitting this tender. I/We undertake to provide only the best human resources as per the requirements and directions of The **PRINCIAPL DISTRICT AND SESSIONS JUDGE DHULE** or his/her duly authorised assistant during the contract period.

I/We hereby further declare that my/our tender is unconditional in every manner of whatsoever nature.

Signature & Seal of Bidder		PRINCIPAL DISTRICT AND SESSIONS JUDGE, DHULE
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SECTION-VII: FORM OF BANK GUARANTEE (FBG):

GUARANTEE BOND FOR SECURITY DEPOSIT
(on stamp paper worth Rupees 100/-)

In consideration of the **PRINCIPAL DISTRICT AND SESSIONS JUDGE DHULE** (here in after referred to as “the Head of the Department”) having agreed to exempt (here-in-after referred to as “the Contractor”) from depositing with the Government in cash the sum of Rs. (Rupees only) being the amount of Security Deposit payable by the Contractor to the Government under the terms and conditions of the Agreement dated the day of and made between the Head of the Department of the one part, and the Contractor of the other part (hereinafter referred to as “the said Agreement”) for as security for due observance and performance by the Contractor of the terms and conditions of the said Agreement, on the Contractor furnishing to the Government a Guarantee in the prescribed form of a Schedule Bank of India being in fact those presents in the like sum of Rs. (Rupees only).

We Bank/Limited registered in India under Act and having one of our Local Head Office at do hereby :

1. Guarantee to the Head of the Department:
 - (a) Due performance and observance by the Contractor of terms, covenants and conditions on the part of the Contractor contained in the said Agreement and
 - (b) Due and punctual payment by the Contractor to the Government of all sums of money, losses, damages, costs, charges, penalties and expenses payable to the Government by the Contractor under or in respect of the said Agreement.
2. Undertake to pay to the Government on demand and without demur and not withstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding filed in any court of Tribunal relating there to the said sum of Rs. (Rupees only) or such lesser sum as may demand by the Government from us our liability hereunder being absolute and unequivocal and agree that.

3. (a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said Agreement and that the same will be continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been duly paid and its claims satisfied or discharged and till the Government certifies that the terms and conditions of the said Agreement have been fully properly carried out by the Contractor.
- (b) We shall not be discharged or released from the liability under this Guarantee by reasons of
- i) Any Change in the constitution of the Bank or the Contractor, or
 - ii) Any agreement entered into between the Government and the Contractor with or without our consent.
 - iii) Any forbearance or indulgence shown to the Contractor.
 - iv) Any variation in the terms, covenants or conditions contained in the said Agreement.
 - v) Any other conditions or circumstances under which, in law, a surety would be discharged.
- (c) Our liability here under shall be joint and several with that of the Contractor as if we were the Principal debtors in respect of the said sum of Rs.----- (Rupees-----only) and
- (d) We shall not revoke this guarantee during its currency except with the previous consent in writing of the Government.

IN WITNESS WHERE OF the Common Seal of has been hereunto affixed this day of20..... The Common Seal of was pursuant to the resolution of the Board of Directors of the Company dated the day ofherein affixed in the presence of who, in token thereof, have hereto set their respective hands in the presence of :

1) -----

2) -----

SPECIMEN FORM OF TERM DEPOSIT RECEIPT TO BE ATTACHED ALONG WITH THE TENDER AS EARNEST MONEY.

DEPOSIT No.: State/Reserve Bank of India

TERM DEPOSIT RECEIPT

Rs.

Received fromthe sum of Rupees which is placed to his/her credit with the State/Reserve Bank of India as Term Deposit Receipt for a period of two years in the name of THE PRINCIPAL DISTRICT AND SESSIONS JUDGE, DHULE

No.:	For State/Reserve Bank of India
Dated	Signature
NOT TRANSFERABLE	
Signature Contractor	PRINCIPAL DISTRICT AND SESSIONS JUDGE, DHULE

SECTION-VIII : APPLICABLE GOVERNMENT RESOLUTIONS:
[see attachments]

Referred the Section-I (4.1) (4.2)

SECTION-IX : TENDER SCHEDULE:

1.	Tender publishing date	12/05/2023	10:00 hrs
2.	Document download start date	12/05/2023	10:00 hrs
3.	Document download end date	06/06/2023	14:00 hrs
4.	Pre-bid meeting/conference date	20/05/2023	14:00 hrs
5.	Bid submission start date	12/05/2023	10:00 hrs
6.	Bid submission closing date	06/06/2023	14:00 hrs
7.	Technical bid (Envelope no. B-1) opening date	07/06/2023	14:05 hrs

SECTION-X: TENDER FORM (SPECIMEN)[See Section-II (4)]:

जिल्हा व सत्र न्यायालय धुळे

रेल्वे स्टेशन रोड, धुळे - ४२४ ००१

email: mahdhudc@mhstate.nic.in

फोन नं. ०२५६२-२३२१९०

कामाचे नांव

: (१) डाटा एंट्री ऑपरेटर

१. केस आणि कॅव्हेट दाखल करणे, २. केस दाखल केल्यानंतर केस डेटा एंट्री करणे ३. सीआयएस मध्ये पावती फी तपशील भरणे ४. आय-कोर्ट फी तपशील आणि भरलेल्या कोर्ट फीची विरुपीकरण GRAS द्वारे ऑनलाइन करणे. ५. केस आक्षेप/ छाननी तपशील भरणे ६. केस नोंदणी तपशील भरणे ७. जंगम सूट शेड्यूलमध्ये स्थावर मालमत्तेचे तपशील भरणे ८. जंगम सूट शेड्यूलमध्ये जंगम मालमत्तेचा तपशील भरणे ९. फौजदारी प्रकरणांमध्ये मालमत्तेचा (मुद्देमल) तपशील सीआयएस मध्ये भरणे १०. नोंदणीकृत/अनोंदणीकृत प्रकरणांमध्ये इंटरलोक्युटरी ऑफिकेशनचे सीआयएसमध्ये फाइलिंग (IA फाइलिंग) करणे ११. वादग्रस्त तपशील अद्यतने. १२. न्यायाधीश रजेचा तपशील सीआयएस मध्ये भरणे १३. प्लीड गिल्टी केसेस डेटा एंट्री आणि रजिस्ट्रेशन इ. सीआएसमध्ये भरणे. १४. सीआयएसमध्ये प्रीट्रायल फंक्शनॅलिटीमध्ये एफआयआर तपशील भरणे १५. सीआयएसमध्ये प्रथम खबर मध्ये रिमांड स्टेजवर दाखल केलेल्या अर्जाचा तपशील भरणे १६. प्रीट्रायल फंक्शनॅलिटीमध्ये एफआयआर क्रमांकाद्वारे चार्जशीट/सारांश सीआयएसमध्ये दाखल करणे. १७. उच्च न्यायालयांनी जारी केलेल्या रिट आणि निर्देशांची अपीलिय माहिती - सीआयएसमध्ये भरणे १८. UA कार्यक्षमतेमध्ये ट्रायल केंद्यांचे तपशील सीआयएस मध्ये भरणे. १९. विभाग प्रमुख / आस्थापनेचे वरिष्ठ अधिकारी नियुक्त केलेले इतर कोणतेही काम.

कामाचे ठिकाण

जिल्हा न्यायालय धुळे व अधिनस्तर न्यायालये ज्यामध्ये -

जिल्हा न्यायालय धुळे यांचे आवारातील न्यायालये

जिल्हा न्यायालय धुळे यांचे अधिनस्तर असलेली

शिरपुर /

शिंदखेडा/साक्री/ दोंडाईचा येथील तालुका न्यायालये

निविदा क्रमांक

:

कंत्राटदाराच्या संस्थेचे/कंपनीचे नाव

:

कंत्राटदाराच्या संस्थेचा/कंपनीचा संपूर्ण पत्ता

:

कंत्राटदाराच्या संस्थेचा/कंपनीचा संपर्क दूरध्वनी

:

कंत्राटदाराच्या संस्थेचा/कंपनीचा नोंदणी क्रमांक

:

कंत्राटदाराच्या संस्थेचा/कंपनीचा सेवा कर क्रमांक

:

प्रपत्र - १

अ.क्र	कामाचे स्वरूप	मागणी करण्यात आलेली कर्मचारी संख्या	मागणी केलेल्या कामासाठी कंत्राटी सेवा पुरविण्यासाठी कंत्राटदाराने मागणी केलेली एकूण रक्कम (वार्षिक खर्च)	साधनसामुग्री खर्च (असल्यास) (रुपये) (वार्षिक खर्च)	वस्तु व सेवा कर (वार्षिक खर्च)	एकूण रक्कम (रुपये) (स्तंभ ४+५+६)	एकूण रक्कम (रुपये) अक्षरी
१	२	३	४	५	६	७	८
१	डाटा एन्ट्री ऑपरेटर	०७					
	एकुण						

निविदेची तीन वर्षासाठी होणारी एकूण रक्कम रु...../-(अक्षरी रूपये.....
.....)

(कंत्राटदाराचे नाव, सही, शिक्का, दिनांक)

अ) स्तंभ क्र.४ ते ८ मधील माहिती कंत्राटदारांनी भरावयाची आहे.

प्रपत्र - २

कंत्राटदाराकडून मागणी करण्यात आलेला अतिकालीक भत्ता

अ.क्र.	पद	अतिकालीक भत्याची रक्कम (प्रतितास)
१	२	३
	डाटा एन्ट्री ऑपरेटर	
	एकुण	

अ) स्तंभ क्र. ३ मधील माहिती कंत्राटदारांनी भरावयाची आहे.

ब) प्रपत्र-२ मध्ये कंत्राटदाराने स्तंभ २ मध्ये उल्लेख करण्यात आलेल्या पदांसाठी प्रतितास किती रक्कमेची मागणी करण्यात येत आहे ते नमूद करावे. उदा. डेटा एन्ट्री ऑपरेटर एका पदासाठी प्रतितास किती अतिकालीक भत्याची मागणी (ओवर टाईम) कंत्राटदार करणार आहे ते त्याने स्तंभ-३ मध्ये नमूद करणे अपेक्षित आहे.

क) कंत्राटदारांनी नमूद केलेली वेतनाची रक्कम व अतिकालीक भत्याची रक्कम किमान वेतन कायदयातील तरतूदीपेक्षा कमी नसावी.....