

Family Court, Akola.

District and Sessions Court Building, Station Road, Akola.

Ph. **0724 - 2410674**; email : mahakofcsc@aj.gov.in

Ref. No. Tender No. **01 / 2024**.

Date : **17th August, 2024**

TENDER NOTICE

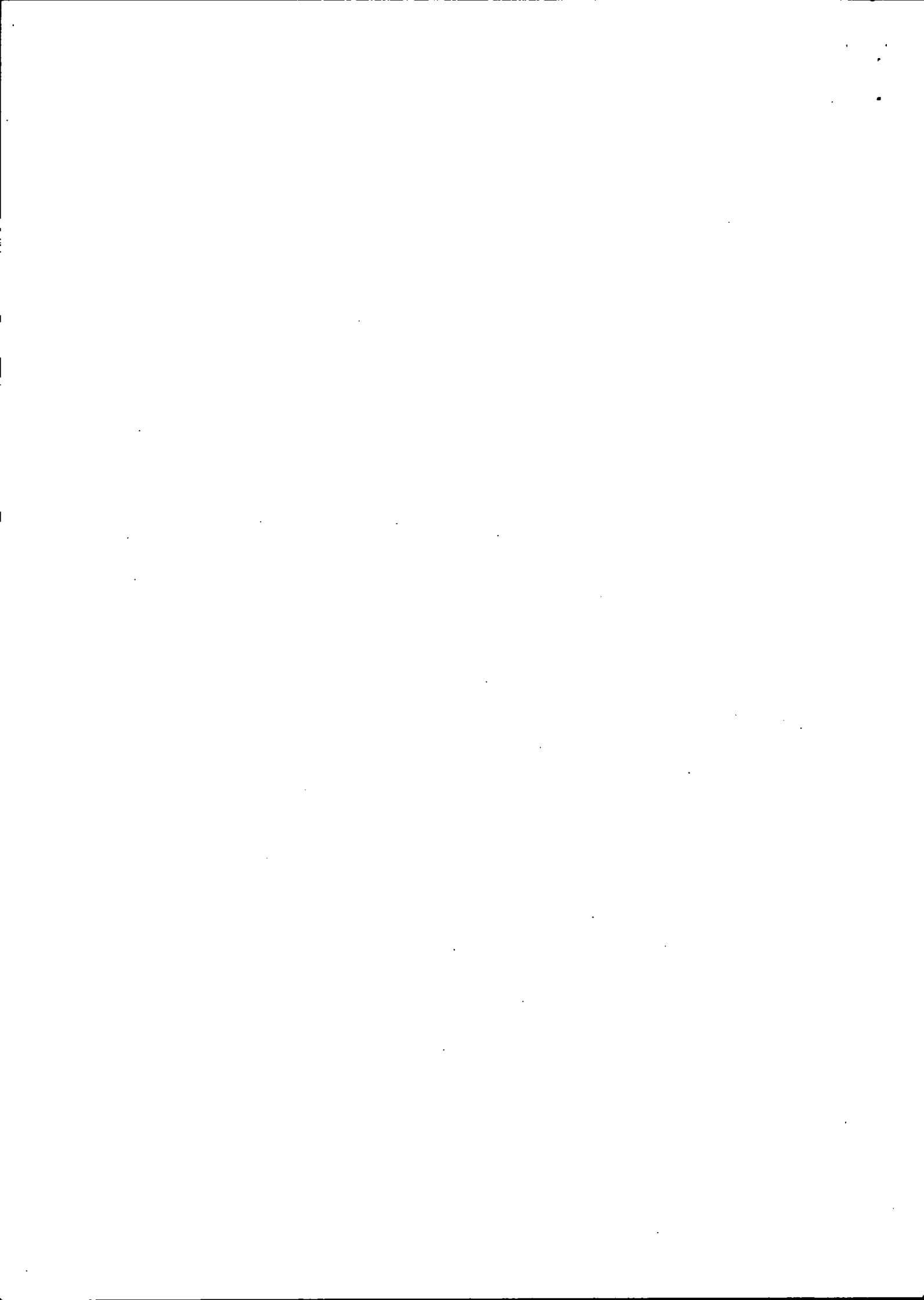
The Family Court, Akola invites Tenders in the prescribed format for **01** post of "**Data Entry Operator**" on Outsourcing basis for the period of **Three years** from the registered and experienced Contractors in appropriate class as per the specifications mentioned in the tender document. The Detail Tender Notice with terms and conditions is available on the below mentioned website -

<https://districts.ecourts.gov.in/akola>

The interested bidders may submit their tender offer dispatch section, Family Court, District and Sessions Court, Akola, Building, Station Raod, Akola, **from 17/08/2024 at 11.00 a.m. to 23/08/2024 till 05.00 p.m.**

Date : 17/08/2024

Handa
Judge,
Family Court, Akola



Ref. No. Tender No. 01/2024. Date : 17th August, 2024

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

Offline Tender for the following work is invited by the **Judge, Family Court, Akola, Phone No. 0724 - 2410674** from the Registered and Experienced Contractors in appropriate Class.

Name or work, estimated cost, earnest money, security deposit, duration of contract etc. Are as under :-

1. Name of Work, Qualification and Work profile:-

1.1 E-Tendering Notice for Outsourcing of **01 post of Data Entry Operator** for the Family Court, Akola for the Period of **Three Years**.

a) Educational 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 Examinations, 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.

Work Profile of Data Entry Operator

01. Case and Caveat Filing.
02. Case Data Entry after Case filing.
03. Receipt Fees Details.
04. I-Court Fees Details and Defacement of Court Fees Paid off-line through GRAS.
05. Case Objections/Scrutiny Details.
06. Case Registration Details.
07. Suit Immovable property details in immovable suit schedule.
08. Suit movable property details in movable suit schedule.
09. Property (Muddemal) details in criminal cases.
10. Interlocutory Application Filing (IA Filing) in Registered/Unregistered Cases.
11. Litigant Details Updatons.
12. Judge 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 Officers of the Establishment.

Estimated Cost, Cost of Tender Form, E.M.D. and Security Deposit of Tender.

2	Cost of Each Tender Form	Rs. 1,000/- (Rupees One thousand only) (Nonrefundable) through offline mode, mode in the form of DD payable to "Judge, Family Court Akola"
3	Minimum Estimated Cost (approximate) of work put to tender for the 01 post of Data Entry Operator for three years.	Rs.7,20,000/- inclusive of GST and Labour Insurance Charges for the Period of three Years)
4	Earnest Money Deposit.	Rs. 5,000/- through off-mode in the form of DD payable to "Judge, Family Court Akola"
5	Security Deposit.	5% of the Tender amount
6	Opening date of Tender	17.08.2024 At Morning 11:00 a.m.
7	Pre-Tender Conference Date.	20.08.2024 At Morning 10:30 a.m.
8	Last day up to which online blank Tender forms will be issued.	23.08.2024 At Morning 11:00 a.m.
9	Last date for submission of Tender.	23.08.2024 At Evening 5:00 p.m.
10	Date and Time of opening of Tender Offers (Technical bid Envelope No.1) (if possible).	28.08.2024 At Morning 05:00 p.m. and onwards

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.
13. Tender form, instructions to bidder, conditions of contract, scope of work and the contract can be downloaded from <https://districts.ecourts.gov.in/Akola> and tender can be submitted only after making offline payment of Rs. 1,000/- (Rupees One thousand only) towards Tender form fee through off-mode in the form of DD payable to "Judge, Family Court Akola" and further information regarding the work can be obtained from the above office. The bidder claiming exemption of Tender Form fees shall submit the exemption certificate offline.
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 firm or company shall in their forwarding letter mention the name of the partners/directors of the firm or the company (as the case may be) and the name of the partner/director who holds the power of attorney/ resolutions, if any, authorizing him to conduct transactions on behalf of the firm or company.

16. Rights are reserved to revise or amend the contract documents fully or part thereof 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 The Family Court, Akola to reject any or all tenders without assigning any reasons thereof.

The Bidders to note that it is highly important that all activities like buying of form/downloading/filing of bids/inclusion of bids should be completed within the stipulated time according to the time table as mentioned above. No Bid will be accepted after the expiry of the above mentioned time scheduled.

SECTION II : INSTRUCTION TO BIDDER (ITB)

01: EARNEST MONEY DEPOSIT (EMD)

- 1.1 Earnest Money as mentioned above under Nature of Work along with the tender should be deposited **offline**.
- 1.2 The bidder claiming exemption of EMD shall submit valid 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.

02: **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 favor of **The Judge, Family Court, Akola** 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 the 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 the 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 Judge, Family Court, Akola** make good the deficit.

2.2 There shall be no liability of **The Family Court, Akola** to pay any interest on the Security Deposit by or recovered from the contractor.

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

03. IMPORTANT POINT TO BE NOTED BY THE TENDERER.

3.1 Relevant provisions of the below mentioned Government Resolutions:

१. विधी व न्याय विभाग शासन निर्णय क्र. पदनि २५१२/प्र.क्र.१५७/का.१२, दिनांक २६/०२/२०१३
२. वित्त विभाग शासन निर्णय क्र. पदनि-२०१३/प्र.क्र.११२/१३/वित्तीय सुधारणा-१, दिनांक ०२/१२/२०१३

३. उद्योग, उर्जा व कामगार विभाग शासन निर्णय क्र. काआआ-२०१३/प्र.क्र.२३३/कामगार-८, दिनांक १८/०६/२०१४
४. विधी व न्याय विभाग शासन निर्णय क्र. पदनि २५१२/प्र.क्र.१५७/का.१२, दिनांक २७/०१/२०१५
५. विधी व न्याय विभाग शासन शुद्धीपत्रक क्र. पदनि २५१२/प्र.क्र.१५७/का.१२, दिनांक ०३/०२/२०१५
६. विधी व न्याय विभाग शासन निर्णय क्र. कंत्राटी २०१६/प्र.क्र.१९४/१२, दिनांक २३/०२/२०१७
७. विधी व न्याय विभाग शासन निर्णय क्र. कंत्राटी २०१६/प्र.क्र.१९४/१२, दिनांक ०९/०८/२०१७.

And the below mentioned Government Circular:

८. वित्त विभाग शासन परिपत्रक क्र. पदनि-२०१६/प्र.क्र.२९/१६/वित्तीय सुधारणा-१, दिनांक ०२/०८/२०१६

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.Rs, Notification, Circulars are available on official website of Government of Maharashtra (<https://maharashtra.gov.in>). The relevant Government Resolution 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 tendering process will be extended and re-processed, as per prescribed norms as specified in the Gazettee, if the facts and circumstances require to do so.

04. 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 <https://districts.ecourts.gov.in/Akola> weblink. However, tender can be submitted only after making offline 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 Family Court, Akola and this tender shall be unconditional. Conditional 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 contractor 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 Pre-tender Conference: A pre-tender conference will be held on 20/08/2024 at 10.30 hrs. at **Family Court, Akola** to obtain clarification regarding work and tender conditions.

4.3 The tender shall be offline 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 offline for scrutiny to ascertain the suitability of Tenderers for the work.

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

The Earnest Money Deposits will be refunded to the unsuccessful bidders by way of online / offline transfer after approval of the bid of successful bidders by the Government.

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

4.6 **Envelope B-1 and Envelope B-2** shall be respectively engrossed in bold letters on the envelope and contain information as under :

a) **Envelope B-1** : Called as "Technical Bid Envelope" shall contain copies of the documents as per Section-1 (5) 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 offline as per the procedure prescribed hereinabove with Index Page and Page numbers.

4.8 Earnest Money shall be deposited by DD payable in the name of "Principal Judge Family Court Akola".

4.9 **The Judge, Family Court, Akola** 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 Tender/Purchase Committee/Authority will first open the Technical Bid i.e. B-1 of all Tenderers and after scrutinizing their documents will shortlist the Tenderers who are eligible for Financial Bidding Process. The shortlisted Tenderers will be intimated by email in respect of the date and time for opening of the Financial Bids, and the said process will be offline.

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 tendering process. All the offline activities are time tracked and the tendering System enforces time-locks to 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 **Family Court, Akola**, the time schedule of the Tender stages may be extended.

4.12 Acceptance of tender shall solely rest with the Tender/Purchase Committee and final approval of the **Hon'ble Judge, Family Court, Akola** 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.

05. ELIGIBILITY CRITERIA AND TERMS AS TO DOUCMENTS 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 Operators 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 Scheduled 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 offline.
- 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 Tender/Purchase Committee or Judge, Family Court, Akola.
- 5.17 If the documents contained in Envelope B-1 do not meet the requirements of Family Court, Akola, 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 Tender/Purchase Committee. 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 Family Court, Akola, 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 Judge, Family Court, Akola.

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

06. 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 alternation/Changes/ amendments in the tender documents.

6.3 The bidder fails to provide the requisite documents as per the directions of the Judge, Family Court, Akola.

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 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 Family Court, Akola 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 Family Court, Akola 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 Family Court, Akola 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 Judge, Family Court, Akola" will be of outsourced contractual staff (OCS) and there shall not be a relation of owner and worker.
- 1.11 Also awarding the work shall not be construed or interpreted as creation of any Agency or Partnership between Family Court, Akola 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 co-ordination with concerned officials of the Family Court, Akola.
2. The Bidder shall perform his duty in consonance with the rule/law in force in 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 Judge, Family Court, Akola 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 any District Court/Tribunal can be utilized in any other District Court/Tribunal 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 Judge, Family

Court, Akola, 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 Judge, Family Court, Akola, against all claims or demands, loss, Injuries, expenses etc. to which the Family Court, Akola 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 provide suitable uniform to the Data Entry Operator as per the instruction of The Judge, Family Court, Akola.
10. **Termination:**

The Judge, Family Court, Akola 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 Judge, Family Court, Akola, for any reason the contractor shall compensate the Family Court, Akola 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 to be appointed by The Judge, Family Court, Akola. 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 Judge, Family Court, Akola, Huts/stay of Data Entry Operator will not be allowed in the Family Court, Akola.
- 2) The name and addresses of the Data Entry Operator who would work in the Family Court, Akola shall be furnished for security verification.
- 3) After certification of antecedent's identity cards will be issued to them by the Family Court, Akola. The cost of identity cards would be borne by the contractor.

- 4) As and when there will be security requirements certain additional restriction shall be imposed as per the requirement of the situation.
- 5) 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.
- 6) The contractor shall replace any errant Data Entry Operator, immediately within two days from the directions to that effect by The Judge, Family Court, Akola.
Working Hours :- from 10 : 00 a.m. To 6:00 p.m. with lunch break from 2:00 p.m. to 2.30 p.m. on all Court Working Days.

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 Judge, Family Court, Akola or his/her duly authorized Officer during the contract period.

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

Signature & Seal of Contractor

SECTION-VII: FORM OF BANK GUARANTEE (FBG):

GUARANTEE BOND FOR SECURITY DEPOSIT

(on stamp paper worth Rupees 100/-)

In consideration of The Judge, Family Court, Akola, (here in after referred to as "the Head of the Department") having agreed to exempt.....(hereinafter 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 ofand 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 notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding filed in any court or Tribunal relating thereto the said sum of Rs..... (Rupees.....only) or such lesser sum as may be demanded by the Government from us as 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 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 and 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 ofhas been hereunto affixed this.....day of.....20..... The Common Seal ofwas pursuant to the resolution of the Board of Directors of the Company dated the.....day of herein affixed in the presence ofwho, in token thereof, have hereto set their respective hands in the presence of :

1)

2).....

SECTION-VIII : APPLICABLE GOVERNMENT RESOLUTIONS :

(See attachments)

Referred the Section -1(4.1)(4.2)

SECTION-IX: TENDER SCHEDULE:

Sr. No.	Particulars	Dates	Time
01.	Tender publishing date	17.08.2024	11.00 a.m.
02.	Document download start date	17.08.2024	11.00 a.m.
03.	Document download end date	23.08.2024	11.00 a.m.
04.	Pre-bid meeting/conference date	20.08.2024	10.30 a.m.
05.	Tender submission start date	23.08.2024	11.00 a.m.
06.	Tender submission closing date	23.08.2024	05.00 p.m.
07.	Technical Tender opening date	28.08.2024	05.00 p.m. onwards

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

FAMILY COURT, AKOLA
email : mahakofcsc@aij.giv.in
Phone 0724 - 2410674

कामाचे नाव

(१) डेटा एन्ट्री ऑपरेटर 01 पद

Mention the work profile for data entry operator as specified in Section-I(b) of Tender

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 :

कंत्राटदाराच्या बँक खात्याचा तपशील :

खाते क

खात्याचा प्रकार

बँकेचे नाव व शाखा

आयएफएससी कोड

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)	वस्तू व सेवा कर (वार्षिक खर्च)	एकूण रक्कम (रुपये) (स्तंभ ४+५+६)	एकूण रक्कम (रुपये) (अक्षरी)
०१.	०२.	०३.	०४.	०५.	०६.	०७.	०८.
०१.	डेटा एन्ट्री ऑपरेटर	०१					
	एकूण						

निविदेची तीन वर्षासाठी होणारी एकूण रक्कम रु. _____ /-

(अक्षरी रु. _____ /-)

(कंत्राटदाराचे नाव, सही, शिक्का दिनांक)

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

प्रपत्र - २

कंत्राटदाराकडून मागणी करण्यात आलेला अतिकालीक भत्ता

टिप : संदर्भ (Section - XI) (BOQ) मधील तळ टिप क्रमांक २ अन्वये प्रपत्र-२ मधील माहिती

ही कंत्राटदाराने अतिकालीक भत्त्याची रक्कम ही (Technical Bid Envelop B-1)

व्यापारी निविदेमध्ये लिखित स्वरूपात नमूद करून .PDF Format मध्ये सादर करावी.

अ.क्र.	पद	अतिकालीक भत्त्याची रक्कम (प्रतितास)
1	2	3
०१.	डेटा एन्ट्री ऑपरेटर	
	एकूण	

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 च्या पदासाठी प्रतितास किती अतिकालिक भत्त्याची मागणी (ओवर टाईम) कंत्राटदार करणार आहे ते त्याने स्तंभ-३ मध्ये नमूद करणे अपेक्षित आहे.

क) कंत्राटदारांनी नमूद केलेली वेतनाची रक्कम व अतिकालीक भत्त्याची रक्कम किमान वेतन कायद्यातील तरतूदीपेक्षा कमी नसावी.

DRAFT CONTRACT AGREEMENT

THIS AGREEMENT is made on this day of, 2024, **BETWEEN** "The Judge, Family Court, Akola" through the Head of the Department having Office at Family Court, District and Sessions Court Building, Station Road, Akola - 440 005 (hereinafter called as "**the Party of the First Part**") which expression shall unless repugnant to context or meaning thereof to include his/her Successor, Executor, administrator or Assignees of the Party of the First Part.

AND

..... The Tenderer, through having registered office at (hereinafter called as "**the Party of the Second Part**") which expression shall unless repugnant to context or meaning thereof to include his/her Heirs, Executor, Administrator and Assignees;

WHEREAS the Family Court, Akola had invited tenders for outsourcing the services of 01 No. of Data Entry Operator on contract basis made available on <https://districts.ecourts.gov.in/Akola> portal through offline process dated

AND WHEREAS the Party of the Second Part participated in the tender process held between to in the office of the Judge, Family Court, Akola and bid offered by them aggregating to Rs...../- (Rupees.....only), for the period of **three years** for the aforesaid work is found **Lowest-I** and accepted subject to administrative approval of the Government (Law and Judiciary Department, Mantralaya, Mumbai);

AND WHEREAS the Government of Maharashtra (Law and Judiciary Department, Mantralaya, Mumbai) vide Government Resolution No., dated..... has accorded administrative approval to the bid of (the Party of the Second Part) for lump sum amount of **Rs./- (Rupees only) including Goods and Services Tax (GST) for the period of three years from date of Contract Agreement;**

AND WHEREAS in view of Work Order issued by the Party of the First Part, the Party of the Second Part accepted the Contract vide letter acceptance and both the parties to the Contract are executing this agreement for the aforesaid work for a period of three years starting from..... to, on the terms and conditions mentioned herein below in the body of the Agreement.

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

- 1) It is agreed by and between the Party of First Part and Second Part that the Tender document with terms and conditions mentioned thereto, the Government Resolution No. Contract 2016/Case No. 194/Desk 12, dated 09.08.2017; Government Resolution No. dated; Work Order No./2024, dated issued by the Party of First Part and Letter of Acceptance dated/...../..... tendered by Party of Second Part **shall form part and parcel of this agreements, the same are marked and annexed hereto as Schedule I, II and III respectively.**
- 2) The 01 No. of Data Entry Operators shall be made available between to hours (Office working hours) at Family Court, Akola having office at District and Sessions Court Building, Station Raod, Akola in proper uniform on all working days and even on holidays whenever as specifically directed. The party of Second Part shall provide the list of the Date Entry Operators to be deployed for execution of Contract work within 15 days from the Commencement of Contract work. Party of the Second Part has to fulfil the criteria mentioned in Tender documents and to ensure to work as per Job Profile mentioned in Tender Document of the Part of the First Part.
- 3) The Party of the Second Part shall pay 100% Security Deposit amount of Rs./- (Rupees only) being% of the overall contract value (including GST), in the form of Fixed Deposit, Receipt of any Nationalized Bank or in the form of National Saving Certificate or by furnishing Bank Guarantee for three years (36 months), in favor of the Family Court, Akola (party of the First Part) as Security for the due performance of the Agreement. The Party of the First Part shall have a right to forfeit the amount of Security Deposit in the event of any breach or default of any of the terms and conditions of the Contract, as provided in this agreement.
- 4) In the event, if the Contract of party of the Second Part is terminated by the Party of the First Part under any circumstances before its due date for any reason, in that scenario the Party of the Second part undertakes to compensate to the party of the First Part the loss, if any, caused during the Contract period.
- 5) The Party of the Second Part shall comply all Government Rules, Regulations and the directions given from time to time by the local or public authorities in connection with this work and shall pay fees/charges which are enviabale on it or as directed by the Party of the First Part and nothing extra shall be paid on this account by the Party of the First Part.

- 6) The party of the Second Part shall pay all the applicable taxes to the relevant authorities and shall be solely responsible for the same.
- 7) This agreement shall be enforceable by law.
- 8) The Registration, Stamp Duty and other incidental charges/fees for Registration for this agreement shall be paid the Party of the Second Part.
- 9) That the Party of the Second Part undertakes to abide by the following Terms and Conditions during the period of Contract.

TERMS AND CONDITIONS :-

- (a) 01 No. of Data Entry Operator deployed by the Party of Second Part shall work in close coordination with concerned officials of Family Court, Akola.
- (b) The Party of the Second Part shall issue the identity Cards to the Data Entry Operators on approval of the Party to the first Part, after necessary verification of their antecedents by the Police.
- (c) The Party for the Second Part shall pay the wages to the data entry Operator as per the provisions of Minimum Wages act (i.e. Minimum Wages + Special Allowance + Bonus + G.P.F. + E.S.I.C. + Gratuity + Other applicable allowances etc.). In case of default/failure, the name of the Party of the Second Part shall be put in blacklist.
- (d) The Party of the Second Part shall provide insurance cover under Workmen Compensation act, if necessary or as mandated by law to the Data Entry Operator to be deployed or engaged by it in connection with the aforesaid services to be rendered to the Party of the First Part and shall comply with all relevant labour laws as applicable to the area as existing or as may be mentioned during the contract period and shall indemnify the Party of the First Part against all acts of omissions, fault, breaches and or any claim or demand, loss, injury and expenses to which the Party of the First Part may be party or involved as a result of the failure of the Party of the Second Part to comply and of the obligation under the relevant act/law which the Party of the Second Part is to follow.
- (e) The party of the Second Part shall be solely responsible for statutory compliance with regards to payment of License Fee, if any, as well as E.S.I.C., P.F., Pay, D.A., Gratuity as per law, leave and all other requirements of employment etc. And submission of relevant records to the Authorities in respect of all the personnel being deployed in the premises of the Party of the First Part. If penalized for non-compliance of any of the legal requirements, the party of the Second Part shall be

solely responsible for the same and deal with the same at its own level and costs.

- (f) The party for the Second part shall be in the capacity of the employer of all the Data Entry Operators deployed by it for the purpose of data entry work and shall be liable entirely, to the exclusion of anyone else, for the payments of wages as also for the observance of all statutory requirements including the deposit of P.F. contribution and/or filing of the returns.
- (g) The party of the Second Part shall bring to the notice of the Party of the First Part any transfer or change in the deployment of personnel and Party of the First Part shall be within its rights to remove or get change any personnel whom it considers unsuitable/unfit for the job being entrusted to him/her.
- (h) The Party of the Second Part shall work in close coordination with concerned officials of the Party of the First Part and modify working schedule if required as per convenience of Party for the First Part. No claim whatsoever on this account shall be entertained.
- (i) Any Data Entry Operator/s deployed by Party of Second part, is/are found neglecting the duty assigned or showing improper demeanor or found indulging in misbehavior or shows unruly improper conduct or is found not in proper uniform, without sufficient cause to the satisfaction of the Party of the First Part, then on instructions of the Party of the First Part, the party of the Second Part shall remove them from their services, forthwith.
- (j) The Contract shall be subject to such other terms, conditions and instructions and instructions as may be issued by the Court/Tribunal from time to time.
- (k) The Party of the First Part shall have the absolute discretion to terminate the Agreement at any time by giving a month's notice to the Party of the Second Part in case of breach of any material obligation under the contract and for unsatisfactory performance during the contract period.
- (l) The Terms and conditions of the Tender Notice, Tender Form, Government Resolutions/Circulars/letters shall also form part and parcel of this Agreement and breach of those terms and conditions of this Agreement.
- (m) The Party of the Second Part represents and warrants that the Data Entry Operator deployed for work as per the tender process shall not at any time claim to be the Employee of the Party of the First Part. The Party of the Second Part shall defiance, indemnify and hold the Party of the First Part harmless from and against any and all direct or indirect demands, claims, payments, obligations, recoveries, deficiencies, fines,

penalties, assessments, actions, causes of action, suits, losses, diminution in the value of assets of the party of the First Part, compensatory, punitive, exemplary or consequential damages (including, without limitation, lost income and profits and interruptions of business), liabilities, costs, expenses, and interest on any amount payable to a the deployed Data Entry Operator and/or third party as a result of the foregoing tender process. The Party of the Second part shall indemnify, defend and hold the Party of the First Part harmless from and against any conflict between the Party of the Second Part's deputation and employment hereunder and any misrepresentation by the deputed staff hereunder.

- (n) All disputes and differences arising out or in any way touching or concerning to the work shall be referred to the sole Arbitrator or any person nominated by the Judge, Family Court, Akola (Party of the First Part) at the time of such dispute. There will be no objection on the Part of the Party of the Second Part to any such appointment.

Signed and delivered by the
Within named Party of the
First Part on the day
and date hereinabove
Written in Presence of witness

1)

2)

Signed and delivered by the
Within named Party of the
Second Part on the
Day and date hereinabove
Written in Presence of witness

1)

2)

Family Court, Akola.

District and Sessions Court Building, Station Road, Akola.
Ph. **0724 - 2410674**; email : mahakofcsc@aj.gov.in

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. "Court/Tribunal" means **Family Court, Akola.**
3. "Bank" or "Banks" refers to all Nationalized and scheduled Indian Banks as per the current list of Reserve Bank of Indian.
4. "Bidder/Contractor/Tenderer" connotes the same meaning and includes a Company, a firm or 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 any wherein 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 Court/Tribunal to discuss and finalize the work execution plan and procedures with the successful Bidder.
11. "Letter of Award" means a signed letter by the head of the Establishment 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 bidden pursuant to the work order placed by Court/Tribunal.