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Approved
L.D.B.I.C
DJI
29-10-25

Approved
P.M. (Group) -
29/10/25

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जिल्हा व सत्र न्यायालय, चंद्रपूर

(जिल्हा न्यायालय, चंद्रपूर ई–मेल mahchadc@mhstate.nic.in)
फोन क्रमांक ०७१७२–२५६२०२

ई–निविदा सुचना

जिल्हा व सत्र न्यायालय, चंद्रपूर यांचे आस्थापनेवरील विशेष जलदगती न्यायालयामध्ये ''लिपीक टंकलेखक आणि बहुउद्देशिय गट–ड कर्मचारी (शिपाई) या पदांसाठी'' विहित नमुन्यात ०२ (दोन) वर्षांच्या कालावधीसाठी बाह्ययंत्रणाद्वारे नोंदणीकृत आणि अनुभवी ठेकेदारांकडून विहित नमुन्यात ऑनलाईन ई–निवीदा, निविदेतील कागदपत्रांमध्ये निर्देशीत केल्याप्रमाणे मागविण्यात येत आहे. विस्तृत निविदा सुचना व त्यासंबंधीच्या अटी व शर्ती महाराष्ट्र शासनाच्या https://www.mahatenders.gov.in तसेच https://chandrapur.dcourts.gov.in या संकेतस्थळावर उपलब्ध आहे. ईच्छुक ठेकेदारांनी आपल्या निविदा दिनांक **३१ ऑक्टोंबर, २०२५** रोजी **सकाळी ११:०० वाजता** ते **१२ नोव्हेंबर, २०२५** रोजी **सायंकाळी ५:०० वाजेपर्यंत** https://www.mahatenders.gov.in या संकेतस्थळावर सादर करता येतील. ईच्छुक ठेकेदार हे कामाचे ठिकाण व कामाच्या स्वरूपाची प्रत्यक्ष पाहणी करण्यासाठी प्रबंधक, जिल्हा व सत्र न्यायालय, चंद्रपूर यांच्याशी संपर्क साधू शकतील.

ऑनलाईन ई–निविदासंबंधी अधिक माहितीकरीता २४ X ७ उपलब्ध असणाऱ्या खालील टोल फ्रि क्रमांकावर संपर्क साधावा.

Helpdesk Nos. : 0120-4001002 & 0120-4001005, e-mail : support-eproc@nic.in

ठिकाण : चंद्रपूर
दिनांक : ३१/१०/२०२५

29/10/25

(श्रीमती एस. एस. भीष्म)
प्रमुख जिल्हा व सत्र न्यायाधीश
चंद्रपूर

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DISTRICT AND SESSIONS COURT, CHANDRAPUR

District Court Building, Near Bus Stand, Chandrapur-442 401

TENDER PAPERS FOR: -

Online e-tenders for the following work are invited by the District and Sessions Judge, Chandrapur at District Court building, Near Bus Stand, Chandrapur-442 401, from the Registered / Unregistered and Experienced Contractors 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 03 (Three) posts of **Clerk-cum-Typist** and 02 (Two) posts of **Peon**, 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 **Two Years.**

Estimated Costs:

For the post of Clerk cum Typist –

Rs.25,74,853/- inclusive of GST and Labour Insurance Charges for the period of **Two years**.

(i.e. Rs.12,87,426.50/- per year inclusive of GST and Labour Insurance Charges)

For the post of Peon –

Rs.13,31,507/- inclusive of GST and Labour Insurance Charges for the period of **Two years.**

(i.e Rs.6,65,753.50/- inclusive of GST and Labour Insurance Charges per year.)

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"** means District and Sessions Court, Chandrapur.

3. **"P.D.J."** means Principal District and Sessions Judge, Chandrapur.

4. **"Bank"** or **"Banks"** refers to all Nationalized and scheduled Indian Banks as per the current list of Reserve Bank of India.

5. **"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.

6. **"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.

7. **"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.

8. **"Court"** means all Courts and Tribunals within the jurisdiction of the High Court.

9. **"High Court"** means the High Court of Judicature at Bombay.

10. **"In writing"** means communicated in written form with proof of receipt.

11. **"Kick Off Meeting"** means a meeting convened by the DLSA to discuss and finalize the work execution plan and procedures with the successful Bidder.

12. **"Letter of Award"** means a signed letter by the Secretary, DLSA to award the work.

13. **"Successful Bidder"** means the Bidder, who, after the complete evaluation process, gets the Letter of Award.

14. **"Outsourced Contractual Staff (OCS)"** means the manpower provided by the bidder pursuant to the work order placed by District and Sessions Court, Chandrapur.

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

Online e-tenders for the following works are invited by the Prinicipal District and Sessions Judge, Chandrapur, (Phone no. 07172 – 256 202) from the Registered/Unregistered 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: Clerk-cum-Typist [3 (Three) Posts]

a) Qualification:

i) Must passess Degree from any recognized University in any faculty.

ii) Adequate knowledge of the regional language of the Court in the District.

iii) Must have passed Government Commercial Examination or Examination conducted by Government Board or Government Certificate in Computer Typing Basic Course (GCC-TBC) 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.

iv) 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) Statutory Universities in the State of Maharashtra or Goa, as the case may be, b) Maharashtra or Goa State Board of Technical Education, as the case may be. c)NIC; d)DOEACC; e)APTECH; f)NIIT; g)C-DAC; h)DATAPRO; i)SSI; j)BOSTON; k)CEDIT; l)MS-CIT, m) Certificate regarding qualification of computer knowledge issued by the Government of Maharashtra and Goa, as the case may be.

b) Work Profile:

i. To receive and send dak to other sections and offices.
ii. To send copies of Judgments in Sessions Trial to the District Magistrates Courts.

iii. To prepare daily boards generated through C.I.S..
iv. To prepare writs calling for record and proceedings from concerned courts, notices to District Magistrates and committing Magistrates.
v. To issue summons and warrants in sesssions trials.
vi. To assists the Superintendent (Bench Clerk).
vii. To attached summons and warrant in concerned cases.
viii. To take note of all writs received from High Courts, Supreme Courts in the relevant registers and comply promptly.
ix. To maintain the balance sheet of all criminal proceedings (Original and Appellate) generated through C.I.S.
x. To deposit the mosters duly arranged in Record Room.
xi. To feed Court Data entry of all proceedings from institution to disposal daily in the computer.
xii. To do any other work as directed by Registrar, Superintendent (Judicial) and Superintendent (Bench Clerk).

1.2 Name of Work: <u>Peon [2 (Two) Posts]</u>

a) Qualification:

I) A candidate must have passed minimum 7th Standard examination and having good physique.

b) Work Profile:

i. Cleaning the entire office (cleaning up garbage and dust) including furniture and machinery.
ii. Binding papers, paper books, as well as packing parcels.
iii. To Deliver letters/parcels to different departments and offices.
iv. Any other work assigned by superiors/officers of the Court.

2. Cost of Each Tender Form : Rs.3,000/-

3. Minimum estimated cost (approximate) of work put to tender for 2 years:

<u>For the post of Clerk cum Typist</u> :–

Rs. 25,74,853/- inclusive of GST and Labour Insurance Charges for the period of **Two years**.

(i.e. Rs.12,87,426.50/- **per year** inclusive of GST and Labour Insurance Charges)

<u>For the post of Peon</u> :–

Rs.13,31,507/- inclusive of GST and Labour Insurance Charges for the period of Two years.

(i.e Rs.6,65,753.50/- inclusive of GST and Labour Insurance Charges per year.)

4. **Earnest Money Deposit** : - Rs. 50,000/-
5. **Security Deposit** : - 4 % of Tender amount.
6. **Opening date of E-Tender** **: - 31/10/2025 at 11.00 a.m.**
7. **Pre-Tender Conference Date** **: - 06/11/2025 at 02.30 p.m.**
8. **Last day up to which online blank tender forms will be issued** : - **12/11/2025 at 05.00 p.m.**
9. **Last date for submission of e-tenders** : - **12/11/2025 at 05.00 p.m.**
10. **Date and time of opening of the Technical Bid** : - **13/11/2025 at 02.30 p.m.**

Technical bid (Envelope no. 1) will be opened online on **13/11/2025 at 02:30 p.m.** at Chamber of Principal District and Sessions Judge, District Court Building, Near Bus Stand, Chandrapur- 442 401.

Time and date of opening of Financial Bids 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 Financial Bid.

12. **Period of Contract**: - Subject to the performance of the tenderer, the period of contract will be of **Two years** (from the date of execution of contract).

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. 3,000/- (Rupees Three 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 fees shall submit the exemption certificate online.

14. The detail tender notice and tender form shall also 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 partly 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 District and Sessions Court, Chandrapur to reject any or all tenders without assigning any reasons thereof.

29/10/25

Principal District and Sessions Judge ,
Chandrapur

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 **4% Security Deposit** in form of Fixed Deposit Receipt (FDR) of any Nationalized Bank or in form of National Saving Certificate (NSC) for two years, pledged in favour of **Principal District and Sessions Judge, Chandrapur** 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 **Principal District and Sessions Judge, Chandrapur** make good the deficit.

2.2 There shall be no liability of the **District and Sessions Court, Chandrapur** 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.

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.
8. शासन परिपत्रक क्रमांक: संकीर्ण—२०१८/प्र.क्र.४७/का.१२, dated 13/07/2022.

And the below mentioned Government circular:

9. 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 and Sessions Court, Chandrapur 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 contractor should clearly mention in forwarding letter that his/her offer does not contain any condition, deviations from terms and conditions stipulated in the tender.

d) Tenderer should have valid 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: A pre-tender conference will be held on 13/11/2025 at 02:30 p.m. at District and Sessions Court, District Court Building, Near Bus Stand, Chandrapur – 442 401 to obtain clarification regarding work and tender conditions.

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

On due date of opening only Technical Bid will be opened online for scrutiny to ascertain the suitability of Tenderers for the work.

The Financial bid, only of the tenderers who qualify in Technical Bid will be opened online.

The Earnest Money Deposits will be refunded to the unsuccessful bidders by way of online 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 The tenders shall be submitted online as per the procedure prescribed hereinabove with Index Page and Page numbers.

4.7 Earnest Money shall be deposited by electronic mode of transfer.

4.8 The **Principal District and Sessions Judge, Chandrapur** 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.

4.9 Opening of Technical Bid and Financial Bid :-

The Tendering Committee/Authority will first open the Technical Bid 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 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.

4.10 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 and Sessions Court, Chandrapur**, the time schedule of the Tender stages may be extended.

4.11 Acceptance of tender shall solely rest with the Tender Committee and final approval of the **Principal District and Sessions Judge, Chandrapur** 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.

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

5. 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 Clerk cum Typist and Peon 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 Clerical staff and peons 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 copy of the receipt of online payment of Earnest Money deposited by him.

5.13 If the tenderer is exempted from paying Earnest Money an exemption certitficate must be uploaded.

5.14 The bidder shall submit the Partnership Deed/ Memorandum and Articles of associations, as the case may be.

5.15 The e-tenderer must submit notarized affidavit stating that no crime has been registered against them and no case is pending in court regarding them.

5.16 The tenderer must submit a notarized affidavit stating that the company/organization has not been black listed or banned.

5.17 The bidder shall submit the Power of attorney and in case of Company Resolutions, if any.

5.18 Declaration on the Bidder's Letter head that the financial bid covers all the items of the Bid Document.

5.19 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 Sessions Judge, Chandrapur.

5.20 If the documents uploaded at Technical Bid do not meet the requirements of District and Sessions Court, Chandrapur, the concerned Bidder will not be considered for further process.

5.21 The eligible bidders from Technical Bid will be informed about the date and time of the opening of the Financial Bid through email after the verification and scrutiny of the documents submitted along with technical bid.

5.22 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 Financial Bid is found in consonance with the terms and conditions specified above, the Financial Bid shall be treated as valid and processed for further evaluation.

5.23 The successful tenderer, on approval of the Government, will be informed by District and Sessions Court, Chandrapur 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, Chandrapur.

5.24 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.

6. 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 Principal District and Sessions Judge, Chandrapur.

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

6.5 The bidder has not quoted rates as prescribe by the Labour Commissioner, Chandrapur under head १ मुंबई उच्च न्यायालयाच्या न्यायवादीच्या आस्थापनातील

अधिवक्ते किंवा न्यायवादी यांचा अधिसंघ संस्था व विधी व्यवसायाच्या संबंधित आस्थापनेतील कामधंदा, परिमंडळ–२.

6.6 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 Bidder must quote amount of his profit/service charges in their Bid.

1.3 Correction in amount (Financial bid) entered in agreement, if any, should be attested by the bidder.

1.4 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.

1.5 This detailed tender notice along with Corrigendum/ Addendum etc. if any, shall form part of Tender Documents.

1.6 Acceptance of tender will rest with the District and Sessions Court, Chandrapur who reserves the right to reject any or all tenders without assigning any reason thereof.

1.7 The work is required to be executed in District and Sessions Court, Chandrapur, 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.

1.8 All the applicable taxes will be recovered from the gross amount of bill.

1.9 In case of any lost/theft of the property/record of the District and Sessions Court, Chandrapur at the instance of Clerk cum Typist and/or Peon provided by bidder, the Bidder will be held responsible for the same.

1.10 In any case the contract shall not be transferable, assigned or sublet to any other person/company etc.

1.11 The relations of the "Clerks/Peons" of the Contractor/ Tenderer with **"Principal District and Sessions Judge, Chandrapur"** will be of outsourced contractual staff (OCS), and there shall not be a relation of owner and worker.

1.12 Also awarding the work shall not be construed or interpreted as creation of any Agency or Partnership between District and Sessions Court, Chandrapur 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: SPECIAL CONDITIONS OF CONTRACT AS TO THE WORK PERFORMANCE (SCC):

1. The bidder shall work in close coordination with concerned officials of **District and Sessions Court, Chandrapur.**
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 Clerical and Peon work shall always be to the satisfaction of the Principal District and Sessions Judge, Chandrapur 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 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, Chandrapur, and shall comply with all relevant labour laws [particularly Child (prohibition & regulation) Labour Act, 1986], Minimum Wages Act, during the contract period.
6. In case of breach of any law/rule at the instance of bidder, he shall indemnify Principal District and Sessions Judge, Chandrapur, against all claims or demands, loss, injuries, expenses etc. to which the District and Sessions Court, Chandrapur may be party or involved.
7. The Contractor shall provide White Shirt and White Pants to the Peons.
8. **Termination:**

The Principal District and Sessions Judge, Chandrapur 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, Chandrapur, for any reason, the contractor shall compensate District and Sessions Court, Chandrapur the loss, if any, caused pursuant to default on his part.

9. **Arbitration:**

All disputes and differences arising out of and in any way touching or concerning the job profiles of Clerks and Peons and/or pertaining to terms and conditions of this contract shall be referred to the sole arbitrator to be appointed by the Principal District and Sessions Judge, Chandrapur. 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, Chandrapur, Huts/stay of Clerks/Peons will not be allowed in the District and Sessions Court, Chandrapur office.

2) The name and addresses of the Clerks/Peons who are working in the District and Sessions Court, Chandrapur shall be furnished for security verification.

3) After certification of antecedent's identity cards will be issued to them by District and Sessions Court, Chandrapur. 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 Clerks/Peons with doubtful integrity or of having bad record shall be engaged by the contractors.

6) The contractor shall replace any errant Clerks/Peons, immediately within two days from the directions to that effect by the Principal District and Sessions Judge, Chandrapur.

7) Due to technical reasons, the schedule of the e-tender process may be changed. Information regarding this will be displayed from time to time on the office website and the e-tender portal.

8) The committee headed by the Hon'ble Principal District and Sessions judge, Chandrapur, reserves all rights to cancel one or all e-tenders at any stage without assigning any reason.

9) Clerk-Typists and Multi-purpose Group-D employees (Peon etc.) appointed on a contractual basis through external agencies for the court mentioned in the advertisement shall be bound to perform all duties assigned by the court and the office.

10) It is mandatory for the contractor to strictly follow the instructions given in all the government decisions issued from time to time regarding the contractual services he provides, as per Decision No. Padani 2512/Pra.Kra. 157/ka.12, dated 26/02/2013, 02/12/2013, 18/06/2014, 27/01/2015, 03/02/2015, 02/08/2016, 23/02/2017, 09/08/2017 and 13/07/2022 (the said government decisions are available on the govern webside www.maharashtra.gov.in)

11) The amount of wages and overtime allowance to be paid by the contractors to the employees appinted by them for the said work should not be less than the provisions of the Minimum Wages Act.

12) The private contractor shall submit the details of the contract employees appointed on his behalf and their professional certificates to theis office.

13) The working hours for the employees will be tetermined by the contractor as per the court's timing and if necessary, they will have to work on holidays as well.

14) The remuneration to be paid to the contractor for the said work will be paid after the completion of one month. In case of delay in payment due to some technical or ubavoidable reasons, interest will not be payable on the said amount and the contractor will be solely responsible for paying the tax on the remunaration received.

15) The amount of wages to be paid to the workers appointed by the contractor for the work of Clerk-Typist and multi-purpose Group-D employees (Peon) shall be the total amount including minimum wages, special allowance, provident fund, amount to be deposited in the State Workers Insurance Scheme, Graduity, etc. The contractor will be solely responsible for paying this to the workers as per the provisions of the Minimum Wages Act.

16) If it comes to attention that the contractor has paid the contract employees appointed for court work less than the provisions of the Minimum Wages Act, then action will be taken against the concerned contractor as per the provisions of the Minimum Wages Act and his contract will be immediately cancelled and action will be taken to put his name on the blacklist.

17) Accordingly, the contractor is hereby informed that he should take note that no complaints regarding the wages or services of the employees appointed by him will come to this office.

18) If the office is closed and the workers are not called to work, their wages should not be deducted. However, if the workers are called to the office to work on a day when the office is closed, it will be mandatory for them to come to the office and they will not receive separate compensation for it. As per the provisions of the Minimum Wages Act, it is mandatory for a contract employee to be given one paid holiday per week and it is binding on the contractor to be present if the contract employees are called to the office on the second and fourth Saturdays.

19) If the employees are not called to work on a public holiday, their wages for that day should not be deducted. However, if the employees are called to the office to work on a public holiday, it will be mandatory for them to come to the office, and in return, the contract employee will be able to choose one of the following options : compensatory leave or wages for that day as per the Minimum Wages Act and Labour Laws.

20) It will be the sole responsibility of the contractor to provide another employee on the day of the employees compensatory leave or absence, and the appropriate salary for the employees provided will be paid by the concerned office as per the provisions of the Minimum Wages Act and Labour Laws.

21) If the contract employees have to do extra government work after government hours, the contractor will be obligated to give them overtime and the sole responsibility for paying the said overtime allowance will be on the contractor.

22) The peons appointed by the contractor should all be in the same white uniform.

23) The contractor or the contract employees appointed on their behalf for the contract will not have the right to claim a permanent appointment with this office.

24) The conduct and quality of work of the contract employees appointed by the contractor shall be of a high standard, and the responsibility to protect all the interests of the office shall rest with them. Also, if their inappropriate behavior, such as using tobacco, gutkha, or consuming alcohol at work, or creating a disturbance by speaking loudly, etc. is found, this office will have the right to issue orders to remove such a worker.

25) If any injury, accident, or loss of life occurs to the empoyees appointed by the contractor while working, the sole responsibility will be that of the contractor, and this office will not be responsible in any way.

26) If the office finds that the contract employees appointed by the contractor have caused damage to government property, the said amount will be recovered from the compensation to be paid to the contractor.

27) The contractor shall be responsible for complying with all Labour Laws, such as the Payment of Wages Act, 1936, Employees' Provident Fund Act, Payment of Graduity Act, 1972, Workmen's Compensation Act, The Contract Act, Minimum Wages Act, 1948, Industrial Disputes Act, 1947, Contract Labour (Prohibition and Regulation) Act, 1986, and other such labour laws, and the consequences thereof. The responsibility for obtaining all the necessary permits for this work as per the law will also rest with the contractor.

28) The payment to be made to the contractor will be made only after the certificate of proper and satisfactory work and attendance is submitted the District and Sessions Court, Chandrapur, signed by the Clerk-Typists and Peons by the Sencond day of every month.

29) If a monthly report of unsatisfactory work is received from the Fast Tract Court, Chandrapur, the amount will be deducted from the remuneration given to the contractor as decided by the Hon'ble Principal District and Sessions Judge, Chandrapur.

30) The contractor will have to deposit 4% of the total contract amount as a security deposit for two years through a fixed deposit or bank guarantee, and if he violates any of the terms and conditions, the office will have the right to forfeit the deposit or bank guarantee amount to the government. If the contractor's service is found to be unsatisfatory during the service agreement, the contract will be cancelled by giving notice and it will be mandatory for the contractor to get the work done by another agency at his own expense and responsibility until another agreement is made.

31) Merely submitting an e-tender or earnest money deposit will not give any right to the contractor.

SECTION-VI : DECLARATION OF THE CONTRACTOR (DOC)

I/We hereby declare that I/We has/have gone through the job profile of the Clerk cum Typist and Peon 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 Principal District and Sessions Judge, Chandrapur 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

Principal District and Sessions Judge,
Chandrapur

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, Chandrapur (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 or Tribunal relating there to 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 of ..... has been hereunto affixed this ..... day of .....20..... The Common Seal of ..... was pursuant to the resolution of the Board of Directors of the Company dated the ..... day of .....herein 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 from .....the 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 Principal District and Sessions Judge, Chandrapur.

No.:	For State/Reserve Bank of India
Dated	Signature
NOT TRANSFERABLE	
Signature Contractor	Principal District and Sessions Judge, Chandrapur.

SECTION-VIII : **DECLARATION**

हमीपत्र

मी, श्री .....

प्रो.प्रा.....(संस्थेचे नांव),

पत्ता ..... संस्थेचा नोंदणी क्रमांक .....,

संस्थेचा दुरध्वनी क्रमांक ....., याद्वारे असे हमीपत्र लिहून देत आहे की, आपल्या कार्यालयामार्फत जाहीर करण्यांत आलेल्या जिल्हा व सत्र न्यायालय, चंद्रपुर यांचे आस्थापनेवरील विशेष जलदगती न्यायालयाकरिता बाहययंत्रणेद्वारे कंत्राटी पध्दतीने लिपीक टंकलेखक व बहुउद्देशिय गट–ड कर्मचारी शिपाई इ. या पदांची कंत्राटी सेवा उपलब्ध करुन देणेबाबतची निविदा भरतांना निविदा अर्जासोबतचे निविदा सुचनेमध्ये नमुद केलेल्या आपल्या कार्यालयातील कामाची माहिती करुन त्यानुसार निविदा भरली आहे. तसेच, मी/आम्ही सदर कामासाठीच्या सर्व अटी व शर्तींचे पालन करील.

जिल्हा व सत्र न्यायालय, चंद्रपुर यांचेद्वारे उपरोक्त कंत्राटी सेवेकरिता निर्गमित केलेली निर्देशने आमच्या संस्थेस/कंपनीस बंधनकारक राहील.

ठिकाण :

दिनांक :

स्वाक्षरी व शिक्का

निविदाकाराचे नांव : .....

संस्थेचे नांव : .....

पत्ता : .....

दुरध्वनी क्रमांक : .....

SECTION-IX : APPLICABLE GOVERNMENT RESOLUTIONS:

[see attachments]

Referred the Section-II (3.1)

SECTION-X : TENDER SCHEDULE:

1.	Tender publishing date	31.10.2025	11:00 a.m.
2.	Bid submission start date	31.10.2025	11:00 a.m.
3.	Bid submission closing date	12.11.2025	05:00 p.m.
4.	Pre-bid meeting/conference date	06.11.2025	02:30 p.m.
5.	Technical bid opening date	13.11.2025	02:30 p.m.