

Family Court, Ahmednagar

[At. Old District Court Building Premises, Court Lane, Ahmednagar - 414001]
(Phone No. 0241 - 2345020)

TENDER PAPERS FOR –

Tender for the following work is invited by the **Judge, Family Court, Ahmednagar, Family Court, Ahmednagar, At. Old District Court Building Premises, Court Lane, Ahmednagar - 414 001 (Phone Number 0241 - 2345020)**, 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 **1 (One) post (Ahmednagar Headquarter 1) 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 from the date of deployment.**

Estimated Costs:

For the post of Data Entry Operator-

Rs. 7,20,000/- inclusive of GST and Labour Insurance Charges for the period of three years (at the rate upto Rs. 20,000/- per month per Data Entry Operator).

कौटुंबिक न्यायालय, अहमदनगर

(जुने जिल्हा न्यायालय आवार, कोर्ट गल्ली, अहमदनगर - ४१४ ००१)

(दुरध्वनी क्र. ०२४१ - २३४५०२०)

सूचना

संदर्भ क्र. ०२/२०२४:- कौटुंबिक न्यायालय, अहमदनगर (दुरध्वनी क्र. ०२४१ - २३४५०२०) या कार्यालयात “डेटा एन्ट्री ऑप्रेटर पदासाठी” विहित नमुन्यात तीन वर्षांच्या कालावधीसाठी बाह्य यंत्रणेद्वारे नोंदणीकृत आणि अनुभवी ठेकेदारांकडून विहित नमुन्यात दरपत्रक निविदेतील कागदपत्रांमध्ये विनिर्देशीत केल्याप्रमाणे मागवित आहेत. विस्तृत निविदा सूचना व त्यासंबंधीच्या अटी व शर्ती दिनांक ०२/०७/२०२४ रोजी सकाळी ११:०० पासून ते १८/०७/२०२४ रोजी सायंकाळी ०५:०० वाजेपर्यंत मा. जिल्हा न्यायालय अहमदनगर यांचे <https://ahmednagar.dcourts.gov.in/> या संकेतस्थळावर उपलब्ध आहेत.

स्वाक्षरी/-

(श्रीमती. सं. ना. भालेराव)

न्यायाधीश, कौटुंबिक न्यायालय
अहमदनगर

अहमदनगर

दिनांक : २९/०६/ २०२४

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, Ahmednagar and its branches.
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 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 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 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 bidder pursuant to the work order placed by Court/Tribunal.

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

Tender for the following work is invited by the **Judge, Family Court, Ahmednagar** (Phone No. 0241 - 2345020) 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 (1 (One) Post)

- a) 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.

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 Objections/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 Updatations.
12. Judge Leave Details.
13. Plead Guilty Cases Data Entry and Registration
14. FIR Details in Pretrial functionality.
15. Filing Details of Applications filled 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.

2	Cost of Each Tender Form	Rs. 2000/-
3	Minimum estimated cost (approximate) of work put to tender for the post of Data Entry Operator for 3 years:	Rs. 7,20,000/- inclusive of GST and Labour Insurance Charges for the period of three years.
4	Earnest Money Deposit	Rs. 12,000/-
5	Security Deposit	3% of Tender amount.
6	Opening date of Tender	19/07/2024 at 10.30 a.m.
7	Pre-Tender Conference Date	09/07/2024 at 10.30 a.m.
8	Last date for submission of tenders	18/07/2024 at 05.00 p.m. at Family Court, Ahmednagar.
9	Date and time of opening of the Tender Technical bid (Envelope no.1) will be opened online at Family Court, Ahmednagar Time and date of opening of financial bids (Envelope no 2) will be informed to the qualified bidder after verification of technical bids.	19/07/2024 at 10.30 a.m.

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 **from the date of deployment.**
13. Tender form, instructions to bidder, conditions of contract, scope of work and the contract can be downloaded from **<https://ahmednagar.dcourts.gov.in/>** and tender can be submitted only after making payment of **Rs. 2,000/- (Rupees Two thousand only) through Cheque/Demand Draft (By Name Judge Family Court, Ahmednagar) 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 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/resolution, if any, authorizing him to conduct transactions on behalf of the firm of 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 **Family Court, Ahmednagar** to reject any or all tenders 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 **through Cheque / Demand Draft (By Name Judge Family Court, Ahmednagar)**.
- 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 **Judge, Family Court, Ahmednagar** 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, Ahmednagar** make good the deficit.

2.2 There shall be no liability of the Family Court, Ahmednagar 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.

१. विधी व न्याय विभाग शासन निर्णय क्रमांक :पदनि २५१२ /प्र क १५७/ का.१२, दिनांक २६/०२/२०१३
२. वित्त विभाग शासन निर्णय क्रमांक: पदनि-२०१३/प्र.क.११२/१३/ वित्तीय सुधारणा-१, दि.०२/१२/२०१३
३. उदयोग, उर्जा व कामगार विभाग शासन निर्णय क्र.:काआआ-२०१३/प्र.क.२३३/कामगार-८, दि.१८/६/२०१४
४. विधी व न्याय विभाग शासन निर्णय क्रमांक : पदनि २५१२ / प्र. क. १५७/ का.१२, दि.२७/०१/२०१५.
५. विधी व न्याय विभाग शासन शुध्दीपत्रक क्रमांक : पदनि २५१२ / प्र. क. १५७ / का. १२, दि.०३/०२/२०१५
६. विधी व न्याय विभाग शासन निर्णय क्रमांक : कंत्राटी -२०१६ / प्र.क. १९४/१२, दि.२३/०२/२०१७.
७. विधी व न्याय विभाग शासन निर्णय क्रमांक : कंत्राटी - २०१६ / प्र.क. १९४ /१२, दि.०९/०८/२०१७.

And the below mentioned Government circular:

८. वित्त विभाग शासन परिपत्रक क्र. : पदनि -२०१६ / प्र.क.२९/१६/ वित्तीय सुधारणा-१, दि.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.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 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 District Court Ahmednagar Website <https://ahmednagar.dcourts.gov.in>

- b. The tender submitted by the tenderer shall be based on the clarification, additional facility offered (if any) by the **Family Court, Ahmednagar** 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 (in Envelope No.1 & 2) does not contain any condition, deviations from terms and conditions stipulated in the tender.
- 4.2 **Pre-tender Conference:** A pre-tender conference will be held on **09/07/2024 at 10.30 a.m.** at Family Court, Ahmednagar, to obtain clarification regarding work and tender conditions.
- 4.3 The tender shall be 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 for scrutiny to ascertain the suitability of Tenderers for the work. The Financial bid i.e. **Envelope B-2** will be opened only of the tenderers who qualify in Technical Bid.
- 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.
- 4.4 In the technical bid the price shall not be mentioned.
- 4.5 **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 duly uploaded/scanned 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.

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

4.7 Earnest Money shall be deposited by Cheque / Demand Draft mode of Transfer.

4.8 **The Judge, Family Court, Ahmednagar** 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 i.e. B-1 and Financial Bid i.e. B-2-

The Tendering Committed/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 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.

4.10 The Contractors are strictly advised to follow the Dates and Times allocated for tendering process. At the sole discretion of **The Judge, Family Court, Ahmednagar** 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 Judge, Family Court, Ahmednagar** 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 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 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 Cheque / Demand Draft for EMD.

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 Judge, Family Court, Ahmednagar.**

5.17 If the documents contained in Envelope B-1 do not meet the requirements of Court, 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 **Family Court, Ahmednagar** 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, Ahmednagar.**

5.21 The Earnest Money will be refunded to successful Bidder by cheque or Demand Draft subject to verification that the required Security Deposit has been paid by the tenderer and contract documents are duly signed and registered.

5.22 The bidder shall provide self signed declaration of not having been black listed by any Government Agency/organization.

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 **The Judge, Family Court, Ahmednagar.**

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 Judge, Family Court, Ahmednagar** 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, Ahmednagar** 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 Court 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 "**Judge, Family Court, Ahmednagar**" 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 Court 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 Court.
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, Ahmednagar** 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 **Family Court, Ahmednagar** can be utilized in **Family Court, Ahmednagar** 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 **Family Court, Ahmednagar** 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, Ahmednagar** against all claims or demands, loss, injuries, expenses etc. to which the Court 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 instructions of **The Judge, Family Court, Ahmednagar**

10. Termination:

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

SECTION VI : DECLARATION OF THE CONTRACTOR (DOC)

I/We hereby declare that I/We has/have gone through the job profile of the Date 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, Ahmednagar** 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, Ahmednagar**, (herein 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, cost, charges, penalties and expenses

payable to the Government by the Contactors 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 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
of..... has 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 of.....who, in token
thereof, have here to 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 three years in the name of **Judge, Family Court,**

Ahmednagar.

No.	For State/Reserve Bank of India
Dated	Signature
NOT TRANSFERABLE	
Signature Contractor	Judge, Family Court, Ahmednagar Family Court, Ahmednagar

SECTION VIII: APPLICABLE GOVERNMENT RESOLUTIONS

[see attachments]

Referred the Section-I (4.1) (4.2)

SECTION-IX: TENDER SCHEDULE:

Sr. No.	Particulars	Dates	Time
1.	Tender Publishing Date	02/07/2024	11.00 a.m.
2.	Document Download Start Date	02/07/2024	11.00 a.m.
3.	Document Download End Date	18/07/2024	11.00 a.m.
4.	Pre-Tender Meeting/Conference Date	09/07/2024	10.30 a.m.
5.	Tender Submission Start Date	02/07/2024	11.00 a.m.
6.	Tender Submission Closing Date	18/07/2024	05.00 p.m.
7.	Technical Tender (Envelope No. B-1) Opening Date	19/07/2024	10.30 a.m.

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

कौटुंबिक न्यायालय, अहमदनगर

(जुने जिल्हा न्यायालय आवार, कोर्ट गल्ली, अहमदनगर - ४१४ ००१)

Email - fcAhmednagar.mah@bhc.gov.in, ahmfamilycourt@gmail.com

फोन नं. ०२४१-२३४५०२०

कामाचे नाव	:	डेटा एन्ट्री ऑपरेटर (Work profile for the 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	:	

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	डेटा एन्ट्री ऑपरेटर	०१					
	एकुण	०१					

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.
१	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 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.

DRAFT CONTRACT AGREEMENT

THIS AGREEMENT is made on this..... day of..... 2024 BETWEEN the “**Judge, Family Court, Ahmednagar**” through the Head of the Department having office at “**Family Court, Ahmednagar, At. Old District Court Building Premises, Court Lane, Ahmednagar - 414 001**” (hereinafter called “**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 “**the party of the Second Part**”) which expression shall unless repugnant to context or meaning thereof to include his Heir, Executor, Administrator or Assignees;

WHEREAS the Family Court, Ahmednagar had invited tenders for outsourcing the services of..... No of Data Entry Operators on contract basis made available on.....portal through online 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, Ahmednagar (Head of the Establishment)** and bid offered by them aggregating to Rs...../- (Rupees/-, for the period of **three years** for the aforesaid work is found **Lowest-1** 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)** **including Goods and Service 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 of

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./2023, datedissued 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 No. of Data Entry Operators shall be made Available betweento hours (office working hours) at Family Court, Ahmednagar having office at 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 Data 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 Party of the First Part.
- 3) The Party of the Second Part shall pay 100% Security Deposit amount of Rs./-(Rupees) 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 favors of ----- (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 livable 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 by 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)No. of Data Entry Operators deployed by the Party of Second Part shall work in close coordination with concerned officials of **Family Court, Ahmednagar.**
- 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 of 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 ESIC, PF, 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 of 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 PF, 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 First Part and modify working schedule if required as per convenience of Party of 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 as may be issued by **the Family Court, Ahmednagar** 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 shall also constitute breach of 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 defend, 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 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, Ahmednagar**, (Party of the First Part) at the time of such dispute. There will be no objection on the Part of 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)