

**HIGH COURT LEGAL SERVICES SUB COMMITTEE, NAGPUR BENCH,**  
**NAGPUR**

**J. O. T. I. Building, Opp. P.W.D. Office, Civil Lines, NAGPUR.**

**TENDER PAPERS FOR: -**

Online e-tenders for the following work are invited by the Secretary, High Court Legal Services Sub Committee, Nagpur (the 'HCLSSC' for short) at J.O.T.I. Building (Phone no. 0712-2555555), from the Registered / Unregistered 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 4 (Four) posts of Clerk-cum-Typist and 1 (One) 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 i.e. from 01/03/2023 to 28/02/2025.

**Estimated Costs:**

**1. For the post of Clerk cum Typist –**

Rs.26,78,323/-inclusive of GST and Labour Insurance Charges for the period of two years.

(i.e. Rs.13,39,162/- per year inclusive of GST and Labour Insurance Charges)

**2. For the post of Peon –**

Rs.5,25,868/- inclusive of GST and Labour Insurance Charges for the period of two years.

(i.e Rs.2,62,934/-inclusive of GST and Labour Insurance Charges per year.)

**Ref. No. 1. MSLSA/Tender/2022/2694 & 2. HCLSSC/TEN-01/2023**

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**O.W. NO. HCLSSC/TEN-01/2023**

**DATE :- 04/01/2023**

**HIGH COURT LEGAL SERVICES SUB COMMITTEE, NAGPUR BENCH,  
NAGPUR**

**J. O. T. I. Building, Opp. P.W.D. Office, Civil Lines, NAGPUR**

**E- TENDER NOTICE**

Ref. No. MSLSA/Tender/2022/2694 : The High Court Legal Services Sub Committee, Nagpur (Tel no. 0712-2555555 ) invites e-Tenders in the prescribed format for "the post of 4- Clerk cum Typist and 1 - Peon" on Outsourcing basis for the period of "**Two Years i.e. from 01/03/2023 to 28/02/2025**" from the Registered/ Unregistered and Experienced Contractors in appropriate class as per the specifications mentioned in the e-tender document. The Detail Tender Notice with terms and conditions is available on the below mentioned websites -

<https://mahatenders.gov.in>

<https://bombayhighcourt.nic.in/index.php>

*The interested bidders may submit their tender offer from the website <https://mahatenders.gov.in> from 05/01/2023 at 10.00 hrs to 31/01/2023 till 17:00 hrs.*

In case of difficulty concerning online bid submission, for help contact Land line no. 0712-2555555

**Secretary  
High Court Legal Services, Sub-Committee,  
Nagpur.**

**Dated: 04/01/2023**

**O.W. NO. HCLSSC/TEN-01/2023**

**DATE :- 04/01/2023**

उच्च न्यायालय विधी सेवा उप समिती, नागपूर खंडपीठ, नागपूर  
J.O.T.I. बिल्डिंग, P.W.D. ऑफिस च्या समोर, सिव्हील लाईन्स, नागपूर-४४० ००१

### **ई-निविदा सूचना**

संदर्भ क्र. —म.रा.वि.से.प्रा.—मुंबई/ई-निविदा/२०२२/२६९४ उच्च न्यायालय विधी सेवा उप समिती, नागपूर खंडपीठ, नागपूर (दुरध्वनी क्र.०७१२-२५५५५५५) या कार्यालयात “लिपिक — टंकलेखक आणि शिपाई पदासाठी” विहित नमुन्यात दोन वर्षांच्या कालावधीसाठी दिनांक ०१/०३/२०२३ ते दिनांक २८/०२/२०२५ पर्यंत बाह्य यंत्रणेद्वारे नोंदणीकृत/अनोंदणीकृत आणि अनुभवी ठेकेदारांकडून विहित नमुन्यात ऑनलाईन ई-निविदा, निविदेतील कागदपत्रांमध्ये विनिर्देशीत केल्याप्रमाणे मागवित आहेत. विस्तृत निविदा सूचना व त्यासंबंधीच्या अटी व शर्ती महाराष्ट्र शासनाच्या <https://mahatenders.gov.in>, <https://bombayhighcourt.nic.in/index.php> ह्या संकेतस्थळावर उपलब्ध आहेत. इच्छुक ठेकेदारांना आपल्या निविदा दिनांक ०५ जानेवारी, २०२३ स. १०.०० ते ३१ जानेवारी, २०२३ संध्याकाळी ५:०० पर्यंत <https://mahatenders.gov.in> या संकेतस्थळावरून सादर करता येतील. इच्छुक ठेकेदार कामाचे ठिकाण व कामाच्या स्वरूपाची प्रत्यक्ष पाहणी करण्यासाठी, सचिव, उच्च न्यायालय विधी सेवा उपसमिती, नागपूर यांच्याशी संपर्क साधू शकतील.

ऑनलाईन ई-निविदासंबंधी अधिक माहितीकरिता उपलब्ध असणाऱ्या ०७१२. २५५५५५५ या टोल फ्री क्रमांकावर संपर्क साधावा.

दिनांक: ०४ जानेवारी, २०२३

सही/-  
सचिव  
उच्च न्यायालय विधी सेवा उपसमिती,  
नागपूर.

## 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. “**MSLSA**” means Maharashtra State Legal Services Authority, Mumbai.
3. “**Bank**” or “**Banks**” refers to all Nationalised 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.
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 MSLSA to discuss and finalize the work execution plan and procedures with the successful Bidder.
11. “**Letter of Award**” means a signed letter by the Member Secretary, MSLSA 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 MSLSA.

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

Online e-tenders for the following works are invited by the Secretary, HCLSSC, Nagpur (Phone no. 0712-2555555) 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 [ 4 (Four) Posts]**

- a) Qualification:**
- i) Must be a graduate of any recognized University in any faculty.
  - ii) 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.
  - 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.

**b) Work Profile:**

- i. To maintain inward and outward register.
- ii. Up keeping of the accounts of postal stamps,
- iii. To prepare attendance sheets, postage and various materials sent by Indian Postal Department, courier.
- iv. Writing and handling various registers.

- v. Obtaining and processing monthly, quarterly information, statistical data and arranging to send the same to National Legal Services Authority, High Court, Government etc., as per the directions of Member Secretary, MSLSA.
- vi. Any other work assigned by the officers of HCLSSC Nagpur.

**1.2 Name of Work: Peon [1 (One) Posts]**

**a) Qualification:** Must be a graduate of any recognized University in any faculty.

**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 HCLSSC Nagpur.

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

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

**For the post of 4 - Clerk cum Typist: -Rs.26,78,323/ -** inclusive of GST and Labour Insurance Charges for the period of two years.

(i.e. Rs.13,39,161.5/-inclusive of GST and Labour Insurance Charges per year)

**For the post of 1 - Peon: - Rs.5,25,868.8 /-**inclusive of GST and Labour Insurance Charges for the period of two years.

(i.e. Rs.2,62,934.4/- 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: -05/01/2023**

7. **Pre-Tender Conference Date: -20/01/2023**

8. **Last day up to which online blank tender forms will be issued: - 31/01/2023**

9. **Last date for submission of e-tenders: - 31/01/2023**

10. **Date and time of opening of the tender: -01/02/2023**

Technical bid (Envelope no. 1) will be opened online on 01/02/2023 at 05:00 hrs. at HCLSSC, Nagpur, at J.O.T.I. Bldg. near ladies club lawn, Civil lines, Nagpur 440001..

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

11. **Validity Period:** - The offer of the contractor will remain valid for 90 days from the date of opening of Envelope No.2.
12. **Period of Contract:** -Subject to the performance of the tenderer, the period of contract will be of Two years (i.e. from 01/03/2023 to 28/02/2025).
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 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 HCLSSC, Nagpur 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 online.

**1.2** The bidder claiming exemption of EMD shall submit valid earnest money exemption certificate (if applicable) from Government of Maharashtra or as per the applicable Government Resolutions regarding exemption from the payment of earnest money.

**1.3** Tender of those who do not deposit earnest money in the above terms and conditions shall be summarily rejected.

**1.4** The amount of earnest money will be refunded to the unsuccessful tenderer on deciding about the acceptance of the tender or otherwise on expiry of the validity period whichever is earlier. In case of the successful tenderer, it will be refunded on his paying the initial Security Deposit to be paid after awarding of the work. If successful tenderer does not pay the security deposit in the prescribed time limit and complete the agreement bond, his earnest money deposit will be forfeited to the Government.

**1.5** The amount of earnest money will be forfeited, if the participant tenderer retreats from the tender process at any stage.

**2. SECURITY DEPOSIT:** The successful bidder shall have to pay 100% Security Deposit in form of Fixed Deposit Receipt (FDR) of any Nationalized Bank or in form of National Saving Certificate (NSC) for two years, pledged in favour of Secretary, HCLSSC 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 Secretary, HCLSSC, Nagpur make good the deficit.

2.2 There shall be no liability of the HCLSSC 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 09/08/201

And the below mentioned Government circular:

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

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

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

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

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

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

#### **4. 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 Maharashtra State Legal Services Authority, Mumbai 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.
- d) Tenderer should have valid Class II / III Digital Signature Certificate (DSC) obtained from any Certifying Authorities.

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

**4.3 Pre-tender Conference:** A pre-tender conference will be held on 20/01/2023 at 02:30 hrs. at HCLSSC, 2<sup>nd</sup> Floor J.O.T.I, Building, near Ladies Club Lawn, 440001 to obtain clarification regarding work and tender conditions.

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

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

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

The Earnest Money Deposits will be refunded to the unsuccessful bidders 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 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-I (6) mentioned in eligibility criteria and as per decisions and policies framed by the Government from time to time.

b) **Envelope B-2:** Called as "Financial Bid" and shall contain the tender form in prescribed format and it shall be duly filled and signed.

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

**4.8** Earnest Money shall be deposited by electronic mode of transfer.

**4.9** The Secretary, HCLSSC shall not be responsible for any delay / difficulties / inaccessibility of the downloading facility for any reason whatsoever. No claim shall be entertained in this regard.

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

The Tendering Committee/Authority will first open the Technical Bid i.e. B-1 of all 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.

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

**4.12** Acceptance of tender shall solely rest with the Tender Committee and final approval of the Hon'ble Secretary, HCLSSC 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.

**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 receipt of Earnest Money deposited by him online.

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

- 5.14** The bidder shall submit the Power of attorney and incase 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 Secretary, HCLSSC, Nagpur.
- 5.17** If the documents contained in Envelope B-1 do not meet the requirements of HCLSSC, Nagpur, 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 alongwith 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 HCLSSC, Nagpur, 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 HCLSSC, Nagpur
- 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.

**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 HCLSSC, Nagpur.
- 6.4** The bidder has not complied with the G.R. Dated 27<sup>th</sup> 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 HCLSSC, Nagpur 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 HCLSSC, Nagpur, 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 HCLSSC, Nagpur at the instance of Clerk cum Typist and/or Peon 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 "Clerks/Peons" of the Contractor/ Tenderer with " Secretary, HCLSSC, Nagpur" 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 HCLSSC, Nagpur 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 HCLSSC.
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 Secretary, HCLSSC 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 Secretary, HCLSSC, Nagpur, 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 The Secretary, HCLSSC, Nagpur, against all claims or demands, loss, injuries, expenses etc. to which the HCLSSC, Nagpur may be party or involved.
7. The Contractor shall ensure that the Clerks/Peons 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.
8. The Contractor shall provide White Shirt and White Pants to the Peons.
9. **Termination:**

The Secretary, HCLSSC 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 Secretary, HCLSSC, Nagpur, for any reason, the contractor shall compensate HCLSSC, Nagpur the loss, if any, caused pursuant to default on his part.

**10. 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 Secretary, HCLSSC, Nagpur. 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 Secretary, HCLSSC, Nagpur Huts/stay of Clerks/Peons will not be allowed in the HCLSSC, Nagpur office.
- 2) The name and addresses of the Clerks/Peons who are working in the HCLSSC, Nagpur shall be furnished for security verification.
- 3) After certification of antecedent's identity cards will be issued to them by HCLSSC, Nagpur. 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 Secretary, HCLSSC, Nagpur.

**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 The Secretary, The High Court Legal Services Sub Committee, Nagpur 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

Secretary

High Court Legal Services Sub  
Committee, Nagpur

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

GUARANTEE BOND FOR SECURITY DEPOSIT

(on stamp paper worth Rupees 100/-)

In consideration of the Secretary, High Court Legal Services Sub Committee Nagpur (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 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 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 The Secretary, High Court Legal Services Sub Committee, Nagpur.

No.:	For State/Reserve Bank of India
Dated	Signature
NOT TRANSFERABLE	
Signature Contractor	Secretary High Court Legal Services Sub Committee, Nagpur

**SECTION-VIII : APPLICABLE GOVERNMENT RESOLUTIONS:**

[see attachments]

Referred the Section-I (4.1) (4.2)

**SECTION-IX : TENDER SCHEDULE:**

1.	Tender publishing date	05/01/2023	10:00 hrs
2.	Document download start date	05/01/2023	10:00 hrs
3.	Document download end date	31/01/2023	17:00 hrs
4.	Pre-bid meeting/conference date	20/01/2023	14.30 hrs
5.	Bid submission start date	05/01/2023	10:00 hrs
6.	Bid submission closing date	31/01/2023	17:00 hrs
7.	Technical bid (Envelope no. B-1) opening date	01/02/2023	17:00 hrs

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

उच्च न्यायालय विधी सेवा उप समिती, नागपूर  
ज्योती बिल्डिंग, (दुसरा माळा), पी.डब्ल्यू.डी. बिल्डिंग च्या समोर, लेडिज क्लब चौक, सिव्हिल लाईन्स,  
नागपूर - ४४० ००१

**email: hcnag.legalservices@gmail.com**

फोन नं. ०७१२-२५५५५५५

कामाचे नाव

: (१) लिपिक - टंकलेखक - आवक आणि जावक नोंदणी ठेवणेसाठी, पोस्टल स्टॅम्पचा हिशोब ठेवणे, भारतीय टपाल विभाग व कुरिअरद्वारे पाठविलेली टपाल, विविध साहित्य, हजेरी पत्रके यांचे वितरण करणे, विविध रजिस्टर लिहिणे आणि हाताळणे. मासिक, त्रैमासिक माहिती, सांख्यिकीय माहिती प्राप्त करणे व ती एकत्रित करून सदर अहवाल राष्ट्रीय विधी सेवा प्राधिकरण, माननीय उच्च न्यायालय व महाराष्ट्र राज्य शासन यांच्याकडे पाठविणे उच्च न्यायालय विधी सेवा उप समिती, नागपूरच्या अधिकारी / वरिष्ठ यांनी नियुक्त केलेले इतर कोणतेही काम.

आणि

(२) शिपाई - फर्निचर आणि यंत्रसामग्रीसह संपूर्ण कार्यालयाचा (कचरा आणि धुळ साफ करणे). कागदपत्रे, कागदाची पुस्तके, तसेच पार्सल बाईडिंग करणे. विविध विभाग आणि कार्यालयांना पत्रे/पार्सल वितरीत करणे. उच्च न्यायालय विधी सेवा उप समिती, नागपूरच्या अधिकारी / वरिष्ठ यांनी नियुक्त केलेले इतर कोणतेही काम .

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 कः  
क्रमांक

प्रपत्र :- १

अ. कामाचे स्वरुप	मागणी	मागणी केलेल्या	साधनसामुग्री वस्तू व	एकूण	एकूण
क	करण्यात	कामासाठी कंत्राटी	खर्च सेवा कर	रक्कम	रक्कम
	आलेली	सेवा पुरविण्यासाठी	(असल्यास) (वार्षिक	(रुपये)	(रुपये)
	कर्मचारी	कंत्राटदाराने मागणी	(रुपये) खर्च)	(स्तंभ	अक्षरी
	संख्या	केलेली एकूण	(वार्षिक	४+५+६)	
		रक्कम(वार्षिक	खर्च)		
		खर्च)			

१.	२.	३.	४.	५.	६.	७.	८.
१ लिपिक — टंकलेखक		४					
२ शिपाई		१					

एकूण

निविदेची दोन वर्षासाठी होणारी एकूण रक्कम रू...../—(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	लिपिक — टंकलेखक	
२	शिपाई	

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. लिपिक नि टंकलेखक / शिपाई च्या एका पदासाठी प्रतितास किती अतिकालीक भत्याची मागणी (ओवर टाईम) कंत्राटदार करणार आहे ते त्याने स्तंभ—३ मध्ये नमूद करणे अपेक्षित आहे

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

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