

कार्यालय निबंधक
व्यवहार न्यायालय, मोतीहारी

Notice No. - 01/2014

निविदा आमंत्रण सूचना

Dated - 08-09-2014

माननीय उच्च न्यायालय, पटना के पत्रांक सं० – 6852/कमप्युटर सेल/दिनांक – 15/05/2013 के निर्देशानुसार व्यवहार न्यायालय मोतीहारी में लंबित केस संबंधित रिकॉर्डों का कमप्युटर पर डेटा इंट्री हेतु निविदा आमंत्रित किया जाता है। इच्छुक संस्था जो डेटा-इंट्री का कार्य करने को इच्छुक हैं वे अपना आवेदन पूर्णतया भरकर अधोस्ताक्षरी के कार्यालय में दिनांक **10/10/2014** तक जमा कर सकते हैं।

नोट - आवेदन न्यायालय के फॉर्मेट में ही भरा जाना है जो कि तीन शीट (Sheet – I, Sheet – II, Sheet - III) में निबंधक कार्यालय में तथा वेबसाईट www.ecourts.gov.in/motihari पर उपलब्ध है।

महत्वपूर्ण बिन्दु -

- (१) माननीय उच्च न्यायालय पटना के पत्रांक सं० – 6852/ कमप्युटर सेल/दिनांक – 15/05/2013 के निर्देशानुसार प्रति केस इंट्री 8/- (आठ) रुपये मात्र देय होगा।
- (२) डाटा इंट्री का कार्य कमप्युटर पर अँग्रेजी में होना है जो कि एन० आई० सी० के गार्ड लाईन के अनुसार Case Information System (CIS) सॉफ्टवेयर पर होगा।
- (३) डाटा इंट्री का कार्य कोर्ट के कार्यावधि में (जो कि 10:30 A.M से 4:30 P.M बजे तक है) प्रतिदिन (छुट्टी के दिन को छोड़कर) होगा।
- (४) सभी इंट्री पूर्ण एवं सही होना चाहिए। गलत इंट्री का भुगतान नहीं किया जाएगा।
- (५) प्रत्येक डेटा-इंट्री कार्य का सत्यापन संबंधित कोर्ट के कर्मियों के द्वारा किया जाएगा।
- (६) डेटा इंट्री का भुगतान कार्य पूर्ण होने के पश्चात् अथवा जिला जज के निर्देशानुसार होगा।
- (७) निविदा से संबंधित सारी सूचना (**Instructions and Terms & Conditions**) निबंधक कार्यालय में तथा वेबसाईट www.ecourts.gov.in/motihari पर उपलब्ध है।
- (८) विशेष जानकारी के लिए नोडल ऑफीसर अथवा सिस्टम ऑफीसर मोतीहारी से संपर्क किया जा सकता है।

निबंधक

व्यवहार न्यायालय मोतीहारी

CHAPTER-1

INSTRUCTIONS TO BIDDERS

- [1] The Tender document will form an integral part of the Contract for the Data Entry work. The Tender documents can also be directly downloaded from the website <http://www.ecourts.gov.in/motihari>.
- [2] Only enclosed formats (Sheet-I, Sheet-II & Sheet-III) as provided in original should be used for applying the tender. All sheets need to be submitted after affixing seal of the Company and signature of the authorized signatory.
- [3] The prescribed Tender document consist of Technical and financial details, sealed in a single envelope super scribing “**TENDER FOR DATA ENTRY WORK OF CASES AT CIVIL COURT MOTIHARI UNDER E-COURT PROJECT**”.
- [4] Tender document should be signed and stamped by the Service Provider on each page accepting the terms and conditions of the Tender.
- [5] The Registrar, Civil Court, Motihari reserves the right to reject the Tender of such Service Provider on non-acceptance/non-compliance of offer in full or part or if it is found that Service Provider has misrepresented in any way.
- [6] The Service Provider shall not quote ANY rate of Data Entry work because the Honb'le High Court Patna has already open the rate of Data Entry i.e.- **Rs. 8/-for entry of per case on CIS** (Case Information System) Software as per the Hon'ble High Court, Letter no. 6852/Comp. Cell dtd/15-05-2013.
- [7] Any conditions/terms given by Service Provider shall not be binding on the Civil Court, Motihari. All the terms and conditions for delivery of services will be as given herein and no change in any term or condition by the Service Providers will be acceptable.
- [8] The firms should also submit the list of their clients/customers (*with complete name, address of the firms and telephone no. of the contact person therein*) along with the quotation.
- [9] Canvassing in any form will be viewed seriously and if any Service Provider is found to be resorting to such practice, the Tender of such firm will be rejected.
- [10] Alterations, if any, in the tender document should be attested properly duly signed by the authorized signatory after affixing seal by the vendor, failing which the tender may be rejected.

CHAPTER -2

ENTRY OF DATA IN RESPECT OF CASE INFORMATION SYSTEM SOFTWARE BY THE SERVICE PROVIDER

TERMS AND CONDITIONS

- [1] The work to be done is Entry of Data / Cases in English with respect to Case Information System (CIS) Software. The data is to be entered using Case Information System Software in the District Courts during office hours i.e. 10:30 A.M to 4:30 P.M (Monday to Saturday) excluding declared holidays.
- [2] Data of Case-Records must be entered as per the Guide lines of NIC on the CIS (Case Information System) Software. Data entered in respect of each entry form will have to be free from any error i.e. - 100 % accurate. Service Provider will not be entitled to any payment in respect of defectively entered records.
- [3] The Service Provider will generate and provide daily reports of work done. The Service Provider shall provide checklist report in paper for verification & acceptance of the electronic data by the Registrar, Civil Court, Motihari after the submission of **OK reports of the Court Clerks (O.C/B.C) concerned**.
- [4] The bill submitted by the Service Provider will be paid after the completion of work or as per the direction of District Judge, Motihari within stipulated period of time subject to availability of funds with the Civil Court, Motihari.
- [5] The Data Entry operators shall mark attendance at the office or any other designated place and Monthly statement of Attendance will be submitted to the Registrar, Civil Court, Motihari.
- [6] The Registrar, Civil Court, Motihari shall have nothing to do with and shall not be bound by any arrangements regarding wages or any other matter which the Service Provider makes with the staff that they engage to do the work undertaken by them. The conditions of the service of the personnel engaged by the Service Provider shall be solely and exclusively the matter between them.
- [7] The Service Provider shall ensure perfect discipline and behavior and diligent performance of duty by their staff who shall not in any manner cause any interference, annoyance, nuisance to the office, staff, premises etc.
- [8] The personnel engaged by the Service Provider shall have nothing to do with the Registrar, Civil Court, Motihari either in respect of statutory benefits due to the personnel such as wages or compensation under labour enactment, gratuity or compensation under workmen's Compensation Act or any other law.

- [9] The Service Provider shall ensure that the work undertaken will be done by their personnel under direct supervision and should no any loss occur to the District Courts by the carelessness or negligence by the Service Provider personnel while they are on duty, the loss will be made good by the Service Provider.
- [10] If the work is not carried out to the satisfaction of Registrar, Civil Court, Motihari and if the behavior or character or conduct of the personnel engaged by the Service Provider are found to be unsatisfactory at any time during the period of operation of the contract, The Registrar, Civil Court, Motihari reserves the right to terminate the contract by giving a notice and if the contract is so terminated the Service Provider shall not have any claim for compensation for the remaining period of contract.
- [11] The Service Provider shall issue identification cards to all their personnel deployed at the premises of the Civil Court, Motihari.
- [12] The Service Provider shall ensure that the work undertaken by them will be one to the entire satisfaction of Registrar, Civil Court, Motihari and the personnel engaged by the Service Provider shall in no sense be deemed to be direct or indirect employee of the Civil Court Motihari and there shall not exist any employer-employee relationship between the Registrar, Civil Court, on the one hand and the Service Provider for the staff engaged by them on the other hand for any statutory benefits and entitlements.
- [13] Removal of Data Entry Operators / person - The Registrar shall be at liberty to object to and require the Service Provider to remove forthwith from the duty point any person employed by the Service Provider who in the opinion of the Registrar misconducts himself or is incompetent or negligent in the proper performance of his duties.
- [14] Preservation of peace - The Service Provider shall take requisite precautions to prevent any riotous or unlawful behaviour by or amongst their employees for the preservation of peace and protection of inhabitants and security of property of Civil Court, Motihari.
- [15] No equipment items within the premises of the District Court shall be shifted from their position without obtaining clear instructions from the Registrar.
- [16] All necessary support for the Data entry work shall be provided by the Civil Court, Motihari to the Service Provider.
- [17] All separate service level agreement shall be signed by the Registrar, Civil Court, Motihari with the service provider.

TENDER APPLICATION FORM (Sheet – I)

Tender No. : _____.

Date : _____.

To,

**The Registrar,
Civil Court, Motihari
East Champaran.**

Respected Sir,

- [1] Having examined the terms & conditions of tender document and the receipt of which is hereby duly acknowledged, we, undersigned, offer Service of Data Entry work for cases entry in the CIS Software of the District Courts.
- [2] We undertake, if our tender is accepted, we will complete delivery of all the Service as per the schedule specified / submitted in the tender.
- [3] Until a formal work Order of Contract is prepared and a contract is executed accordingly, this tender together with your written acceptance thereof in your notification of award shall constitute a contract binding on us, subject to terms and conditions mentioned in the tender document.
- [4] Tender submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you may vary, amend or alter any terms and conditions of the Tender Document at the time of execution of the Contract.

If work of Data Entry is not completed on time then the Registrar, Civil Court, Motihari have liberty to terminate the contract and get complete the work from other service provider.

Dated this day of 20....

Name and Signature

In the capacity of

**Duly authorized to sign the
tender for and on behalf of**

Address

.....

Signature

Techno-Commercial Information (Sheet – II)

| SL. No. | Description | To be filled in this Column |
|----------------|---|------------------------------------|
| 1. | Name, Address & Telephone Number of the Agency/Firm. | |
| 2. | Name, Designation, Address & Telephone Number of Authorized Person. | |
| 3. | Please specify as to whether Service Provider is sole Proprietor/Partnership Firm/Private or Limited Company. | |
| 4. | Name, Address & Telephone Number of the Directors/Partners, Fax No., e-mail address. | |
| 5. | Total Number of personnel engaged by the Service Provider with Name and Address & Contact Number (On Separate Sheet) | |
| 6. | Service Tax Registration No. (Please attach) | |
| 7. | Time to complete the Data Entry Work in the Software (Indicate Duration in months) | |

C E R T I F I C A T E S (Sheet – III)

WE CERTIFY THAT :

- [1]** The Data Entry work of Court Case shall be of the best quality strictly in accordance with the specifications and particulars as detailed in the tender.
- [2]** The information furnished by us in the tender document are true and correct to the best of our knowledge and belief.
- [3]** We have read and understood the rules, regulations, terms and conditions of tender document as applicable from time to time and agree to abide by them.

We will meet 100% Confidentiality and Integrity of the Motihari District Court Database and Software.

Authorized Signatory

(Seal of the Company)