

OFFICE OF DISTRICT AND SESSIONS JUDGE,

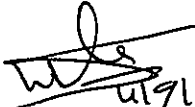
JABALPUR - 482001

NOTICE INVITING TENDER

The office of the District and Sessions Judge, Jabalpur invites **sealed** tenders/offers from reputed and experienced vendors/agencies engaged in the business of providing cleaning, sweeping, gardening and house keeping services for "Mechanized Cleaning Service and Maintenance of Garden in the New District Court Buildings, Jabalpur, Madhya Pradesh and its adjoining area for a period of 01.11.2019 to ~~31.10.2020~~ one year. The last date for receipt of offer/tender is 25.09.2019 at 05:00 P.M. The tender shall be opened on 30.09.2019 at 05:00 P.M. The Pre-Bid Meeting of the tender shall be held on 14.09.2019 at 05:00 P.M. at District Court Office, Jabalpur. The detailed tender documents along with the terms and conditions is available on the official website of the High Court [www.mphc.gov.in](http://www.mphc.gov.in) and Government Tender portal [www.e-tenders.gov.in](http://www.e-tenders.gov.in) or [www.mptenders.gov.in](http://www.mptenders.gov.in).

F.No.

Dated 4.../...9.../2019

  
DISTRICT & SESSIONS JUDGE,  
JABALPUR (M.P.)

DISTRICT & SESSIONS COURT, JABALPUR

PRICE SCHEDULE

Price Schedule for Mechanized Cleaning Services, maintenance of garden in the new Court Building, Jabalpur Madhya Pradesh.

Tender No.....

Name of Work	Offer Price for One year to be quoted by the Tender	
	In figure (Rs.)	In words (Rs.)
Open tender for Mechanized Cleaning Services Maintenance of Garden in the new District court buildings, Jabalpur Madhya Pradesh.	*with taxes	
	*without taxes	

Note :- Please clearly mention the amount with taxes and without taxes

Signature of Tenderer with seal

Name.....

Address of the Bidder .....

.....

.....

Note:-

- 1 Conditional and ambiguous offers are liable to be rejected.
- 2 Tenderer shall Quote his/their offer in Figures as well as in words.
- 3 Please visit the premises of the New Court Building, Jabalpur at any time during office hours to see and understand the details, the nature of work and working conditions before submitting the commercial offer.
- 4 Kindly submit the number of persons and machinery to be deployed for the proposed work at the New Court Building, Jabalpur Madhya Pradesh.

OFFICE OF THE DISTRICT & SESSIONS COURT, JABALPUR (M.P.)

Tender form No.....

To,

The District & Sessions Judge,  
Jabalpur, (Madhya Pradesh)

I/We..... have read the various terms and conditions of the tender and have agreed to abide by the said terms and conditions. I/We also agree to keep the tender open for acceptance for a period till 25.09.2019 at 05:00 P.M. for the date fixed for opening the same and extend the same for another day i.e. 30.09.2019 at 05:00 P.M. in case specifically asked upon to do so in writing and in default thereof, I/We will be liable for forfeiture for my/our earnest money, I/We also here by agree to abide by the condition of the contract and carry out the work according to the agreement attached.

I/We hereby tender to undertake the work detailed in the attached schedule at the rate mentioned for Mechanized Cleaning service and Maintenance of Garden, in the New District Court Building, Jabalpur Madhya Pradesh & adjoining area as per rate scheduled. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us, subject to modification, as may be mutually agreed to between us in terms of the form of agreement attached here to and as indicated in the letter of acceptance of my/our offer to do this work.

I/We hereby declare that the tender document as downloaded from the website [www.mphc.gov.in](http://www.mphc.gov.in) and [www.etenders.gov.in](http://www.etenders.gov.in). I/We have also verified the contents of the printed document from the web site and there is no addition, deletion or any alteration to the content of the tender document. In case of any dispute the hard copy of tender document shall be considered as final and this being different from original Tender document my/our tender form may be rejected by the Committee constituted by the District & Sessions Judge Jabalpur Madhya Pradesh.

The Earnest Money deposited by me/us for Rs. .... (Rupees.....) as specified in the tender notification under FDR/Demand Draft/Banker's Cheque no./Unconditional Bank Guarantee .....date .....is attached herewith this sealed tender in original.

The tender form cost Rs...../- in form of DD/Banker's Cheque bearing th no. ....date of issue.....drawn of (Bank's name).....in favour of District & Sessions Judge, Jabalpur Madhya Pradesh is enclosed here with this sealed tender in original.

Dated.....

Signature of Tenderer

Witness to Tenderer Signature  
With Name & Address (1) & (2)

Name.....  
Address of the Tenderer  
.....

Seal and Signature of Bidder

## NOTICE INVITING TENDER (N.I.T)

The District & Sessions Court, Jabalpur invites sealed tenders/offers from reputed and experienced vendors/agencies engaged in the business of providing cleaning, sweeping, sanitation, gardening and housekeeping services for "Mechanized cleaning service and maintenance of garden in the new District court Buildings, Jabalpur, Madhya Pradesh and its adjoining area" for a period of one year, satisfying all other terms and conditions of this tender document.

### 1. GENERAL

Tender are invited in sealed envelope consisting of Techno-commercial & price Bid. The bid will be made and put in the sealed single envelope containing the title "Mechanized cleaning service and maintenance of garden in the new District court Buildings, Jabalpur, Madhya Pradesh and its adjoining area" in the new District Court Building, Jabalpur M.P and addressed to the District & Sessions Judge, Jabalpur, Madhya Pradesh latest by 25.09.2019 at 05:00 P.M. The Tender, will be opened on 30.09.2019 at 05:00 P.M. in the new District Court Building, Jabalpur (M.P).

i	Closing date & Time for submission of tender/ quotation	25.09.2019	at 5:00 P.M.
ii	Opening of tender/quotation	30.09.2019	5:00 P.M.
iii	Earnest Money deposit	2% (two percent) of total	

Tenderer shall clearly specify deviation, if any, and any claim after opening the offer shall not be entertained.

### 2. SCOPE OF WORK

2.1 The place of work will be the Court Buildings including the main building, it's all courts, chambers, office/sections rooms, all attached as well as common/public wash rooms cum toilets, water coolers, building corridors, court yards, pathways, vehicle porch, the adjoining area including circulating and approach roads, Car & Scooter parking areas etc. Place of work shall also include the Suitors shed, both judicial lockups, corridors, employee's common room etc.

2.2 The Mechanized Cleaning Services & Maintenance of Garden in the new court building, Jabalpur shall include cleaning as per "List enclosed" in the Premises of New Court Building, Jabalpur.

2.3 The service provider shall arrange for wet and dry cleaning everyday of all the areas as per "List enclosed". It shall be the duty of the service provider to dispose off the garbage as per the rules related to collection and disposal of waste. The manpower engaged must be trained in the management of bio degradable waste. The wet cleaning shall include the cleaning by use of proper eco-friendly chemical/detergent, phenyl and other cleaning chemicals of standard and reputed make to the satisfaction of nominated inspecting authority. The instruction of the Office of the District & Sessions Judge, Jabalpur in this regard shall be final and binding on the service provider.

2.4 Any other work of similar nature as and when assigned by the District & Sessions Judge, Jabalpur will be binding on the service provider.

2.5 The vendor shall depute one sweeper/ cleaner at every set of Gents and Ladies public Toilets throughout the working hours on all working days. These sweepers/cleaners shall ensure regular cleaning and sanitation, which shall verified randomly by the nominated inspecting authority.

2.6 The maintenance of garden shall include, maintenance of Grass Carpet, Flower-bed, Small and bigger plants and the flower pots already in existence in the District Court premises. The Vendor shall arrange plants, fertilizers, manuevers, seeds, grass, pots, utensil, instruments and machines for beautification and maintenance of garden.

### 3. DOCUMENTS ACCOMPAYING TENDER (N.I.T.)

3.1 Tender Form.

3.2 Document of scope of work.

3.3 The bidder is expected to examine and study all

instructions, Forms, Terms and Conditions in the tender document. Failure to furnish all information required in the Tender documents or submission of a tender not responsive to the Tender document in any respect will be at the bidder's risk and may result in rejection of his bid.

3.4 The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

3.5 In case of bidder has any doubt about the meaning of anything contained in the NIT document, he may seek clarification from Registrar of District Court, Jabalpur.

#### 4. QUALIFICATION OF THE BIDDER

4.1 The Bidder submitting the bid should have the experience of similar works within the preceding three years in any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or State Government or Public Sector Banks or Local Bodies/Municipalities.

4.2 The Bidder, to qualify for award of contract, shall submit a power of attorney authorising the signatory of the bid to commit each member of the Partnership/ Consortium/Joint venture/Company; except in the case of an individual or sole proprietary concern.

4.3 (a) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/ consortium/ Partnership/Company.

(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge of the services and such authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm/company.

(c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

4.4 The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture/company or consortium, full details of ownership and control of each member thereof.

4.5 Bidder or members of a partnership, joint venture/company or consortium shall submit a copy of PAN Card issued under Income Tax Act and G.S.T. Number.

4.6 Bidder must submit copies of all eligibility documents required, duly self-attested, along with technical bid of the tender.

4.7 Each Bidder (each member in the case of partnership firm/joint venture/consortium/company) and his associate, if any is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of the contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If the Principal Employer or any authorized representative on his behalf subsequently finds to the contrary, the Principal Employer reserves the right to declare the Bidder as non-compliance and declare any contract if already awarded to the Bidder to be null and void.

4.8 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such conduct will result in the rejection of bid, in addition to other punitive measures.

#### 5. ONE BID PER BIDDER

Each bidder shall submit only one tender either by himself or as a partner in a firm or joint venture or as representative of a company or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participates in more than one bid, the bids are liable to be rejected.

## 6. VISIT TO DISTRICT COURT

The bidder is advised to visit and acquaint himself with the area and operational system. It shall be deemed that the bidder has undertaken a visit to the premises and is aware of the operational conditions prior to the submission of the Bid.

## 7. SUBMISSION OF THE BID

### 7.1 Language

The bids and all accompanying documents shall be in English or Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

7.1 Bidder shall include the **cost of consumables and maintenance and repair charges of equipment**, if any used by the service provider for sanitation services. The bidder shall be take into account **cost of machinery/ equipments** required for undertaking the task assessing the numbers commensurating with the scope of work.

7.2 The Form of Bid shall be completed in all respects and duly signed and stamped by authorized and empowered representative of the Bidder. If the Bidder is a company/partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of bid shall be witnessed and duly dated. Copies of relevant power of attorney shall be attached.

7.3 The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.

### 7.4 Currencies of Bid and Payment

The Bidder shall submit his price bid/offer in



Indian Rupees and payment under the contract will be made in Indian Rupees.

#### 8. PERIOD OF CONTRACT

The contract shall be valid initially for a period of one year from the date of contract. And District & Sessions Judge, Jabalpur reserves the right to curtail or to extend the validity of contract in the same rates, terms and conditions for such period as may be agreed to.

#### 9. TENDER OPENING AND EVALUATION

9.1 The tender will be opened in the office of the District & Sessions Judge, Jabalpur at New Court Building, Jabalpur. One representative of the bidder may remain present. Tender will be finalized after considering the proposals. All tenderers or any of the tenderer may be called for further negotiations before considering his/their proposal.

9.2 The Auction Committee will open the Tenders in the presence of Bidders or of their representatives, who choose to attend at the appointed date and time.

9.3 The bid of any bidder, who has not complied with one or more of the conditions, will be summarily rejected.

#### 9.4 Right to accept any Bid and to reject any or all Bids

9.4.1 The Auction Committee is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

9.4.2 The District & Sessions Judge, Jabalpur may terminate the contract if it is found that the agency is black listed on previous occasions by any of the Departments/ Institutions/Local Bodies/ Municipalities/ Public Sector Undertakings etc. or had given false information or suppressed material information.

9.5 The District & Sessions Judge, Jabalpur reserves the right to cancel or reject all or any of the tender without assigning any reason.

## 10. AWARD OF CONTRACT

10.1 The Auction Committee will award the contract with the approval of the District & Sessions Judge, Jabalpur to the successful evaluated bidder who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding/tender document.

10.2 The Auction Committee will announce the name and particulars of the successful bidder and also communicate to the successful bidder by letter transmitted by Registered/Speed post that his bid has been accepted. This letter shall prescribe the amount which District & Sessions Judge, Jabalpur will pay to the Service Provider in consideration of the execution of work/services by the Service Provider as prescribed in the contract.

## 11. TERMS AND CONDITIONS OF CONTRACT

11.1 The successful tenderer will be required to furnish the security deposit of 10% of the contract value within 7 (Seven) days from the date of acceptance of the tender. The security deposit shall be in the form of FDR through any nationalized bank in favour of the District & Sessions Judge, Jabalpur. The security deposit money will be refundable only after the expiry of the contract period and passing of final contract bill. The security deposit will be forfeited, if during the period of contract the services of the service provider are found to be unsatisfactory in any respect.

11.2 The execution of cleaning and housekeeping shall be undertaken through uniformed and trained personnel.

11.3 It will be duty of the Service Provider to have the credentials of the Service Persons/Operators duly verified & certified. Persons engaged in the services of cleanliness, Maintenance of Garden, shall wear clean and proper dress with photo ID to be provided by the service provider.

11.4 Adequate number of the cleaning machines with qualified operators shall be deployed to maintain satisfactory level of mechanized cleaning.

11.5 The cleaning and housekeeping works are to be

carried out as per highest standards/norms and in such manner that entire premises is always kept neat and clean and is ready for usage positively by 10:00 a.m. daily & shall be continued as per schedule during working hours. If the work is not executed as per schedule, a penalty of Rs. 5000/- per day shall be levied from the amount payable to the service provider. If any machine remains out of order for a continuous period of more than two days without replacement/repair by the service provider. Similarly, if any, shortage of cleaning/housekeeping staff of service provider remains absent, an amount of Rs. 5000/- per day per person shall be deducted from the amount payable to the service provider. The service provider shall be liable for penalty of Rs.500/- per day, if due to negligence by service provider on his own or his employee's mistake to maintain the garden.

11.6 In case any of service provider's personnel deployed under the contract fails to report in time and service provider is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned shall be levied.

11.7 In case any public complaint is received attributable to misconduct/misbehaviour of service provider's personnel, penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from the service provider's bill. Further the concerned service provider's personnel shall be removed from the premises immediately.

11.8 No private work shall be performed by the cleaning persons/machines during the subsistence of the contract.

11.9 The sanitation staff engaged by the service provider shall not accept any gratification or reward in any shape except whatever is lawfully due to him by the service provider.

11.10 The service provider shall report immediately whenever called by the Nazarat Section nominated inspecting authority, District Court, Jabalpur on receiving telephonic message to attend the complaints with regard to the cleaning works services under this tender/contract.

11.11 The manpower engaged must be trained in

management of bio degradable matter, also so that waste disposal is carried out in totally safe manner without affecting the environment as per pollution control norms.

11.12 It shall be the sole responsibility of the service provider that the personnel engaged are trained in the task assigned and the District & Sessions Judge, Jabalpur will not be liable for any mishap occurring on account of act of commission or omission on part of such personnel and their supervisors.

11.13 All the consumables and disposables are required for cleaning and housekeeping are to be provided by the service provider, and be eco friendly and of good quality.

11.14 Cost of cleaning material and other consumables like detergents/chemicals, phenyl, room freshener, brush, utensils, floor wiper, etc. shall be borne by the service provider. The machines shall be kept in serviceable condition by the service provider at all times.

11.15 Sufficient stock of consumables like detergent/chemicals, phenyl, room freshener, brush, utensils, floor wiper, etc. for a month should be maintained and shown to the in charge of Nazarat Section or nominated official deputed for the purpose in the first week of every month or whenever asked for.

11.16 Optimum number of Mechanized Cleaning machines shall be provided by the service provider. The service provider shall depute sufficient/adequate number of gardener/Mali for developing and maintenance of garden and required machines, instruments, manpower etc for developing and maintenance of Garden.

11.17 The cleanliness will be periodically checked by District & Sessions Judge, Jabalpur or any person(s) authorized by him to gauge level of cleanliness and the service provider must abide by the instructions in this regard from time to time. The areas of concern would include :

- (i) Shine level, presence of dust, Paan and Gutka stains, spillage of water or other liquids, bird droppings etc. on floors, tiled and glass walls,

doors windows, stairs or water coolers etc.

- (ii) Dust or cobwebs etc. on ceiling, window grills etc.;
- (iii) Fingers or palm marks, dust and Gutks stains on glass panes of windoes or doors and mirrors.
- (iv) Dirt marks, dust, dryness and odour/stench in Wash-basin, water coolers, floors etc. in toilets/ bathrooms and drains.

11.18 The service provider shall ensure that the personnel to be deputed for the awarded work are always subjected to constant control & supervision (including by surprise checks) by trained supervisory staff, deputed by service provider.

11.19 Every employee so engaged by the service provider shall wear uniform and a badge bearing his/her name, while on duty. The said uniform and badge shall be provided by the service provider at his own cost.

11.20 The service provider shall engage personnel, who are physically fit and so certified by Qualified medical practitioner, and shall not be less than 18 years of age and more than 55 years.

11.21 The staff engaged by the service provider shall be available all the time as per their roster and they shall not leave their place of duty without prior permission of the authorized officer of the District & Sessions Judge, Jabalpur.

11.22 The service provider shall be responsible to provide immediate replacement to take place of any staff engaged by him, who is not available for duty at the place of posting.

11.23 The service provider shall be similarly under an obligation to replace the machinery/equipments in case of defects/disrepair.

11.24 The service provider shall abide by and comply with the statutory requirements of labour laws including Labour Act, Minimum Wages Act and Contract Labour (Regulation & Abolition) Act, 1970, ESI, EPF Act etc. with

regard to the personnel engaged by him for housekeeping and sanitation work. It will be the responsibility of the service provider to furnish details and particulars of manpower deployed by him to the Principal Employer and to the Labour department and keep it update incorporating changes, if any, from time to time.

11.25 The District & Sessions Judge, Jabalpur shall have the right to ask for the removal of any person of the service provider, who is not found to be competent or orderly in the discharge of his duty.

11.26 The personnel deployed have to be extremely courteous with very pleasant mannerism in dealing with the Staff/visitors, especially with ailing, aged, infirm female staff/visitors and should project an image of utmost discipline. The District & Sessions Judge, Jabalpur shall have the right to have any personnel removed in case of litigant/advocate/staff /visitor complains of misbehaviour as decided by the representative of The District & Sessions Judge, Jabalpur if the person is not performing the job satisfactorily or otherwise. The service provider shall have to arrange the suitable replacement in all such cases.

11.27 The service provider shall not engage any sub-service provider or transfer the contract to any other person in any manner.

11.28 The service provider will maintain a register on which day--to-day deployment of personnel will be entered. This will be countersigned by the authorized official (s) of the District & Sessions Judge, Jabalpur. While raising the bill, copy of the deployment particulars of the personnel engaged during each month, must be submitted.

11.29 Space for keeping the machines and electric power and supply line shall be provided by the District & Sessions Judge, Jabalpur. Service provider will bear the cost of installation of additional plug points or any other additional facilities, if required.

11.30 The cleaning work should be commenced within one week, on receiving the work order/letter of acceptance.

11.31 The machines/instruments shall be operated only by the Operator(s), duly authorized by the Registrar District Court Jabalpur to maintain the security of District Court Jabalpur.

11.32 All liabilities arising out of injury or death of personnel suffered accidentally or otherwise deployed by service provider while on duty shall be borne by the service provider.

11.33 The service provider shall be responsible to properly maintain all property and equipment of the District & Sessions Judge, Jabalpur entrusted to it. Any damage or loss caused by service provider's personnel to the District & Sessions Judge, Jabalpur, in whatever shape or manner, would be liable to be recovered from the service provider by deduction from monthly bill.

11.34 The service provider and its staff shall take all necessary precautions to preclude from loss, destruction, waste or misuse the areas of responsibility given to them by the District & Sessions Judge, Jabalpur and shall not knowingly lend to any person or company any of the effects of the District & Sessions Judge, Jabalpur under its control.

11.35 The payment of dues by the District & Sessions Judge, Jabalpur to service provider would be made at the end of each succeeding English Calendar month upon submission of the documentary proof attested by the authorized representative of Service Provider and verified by the authorized representative of the District & Sessions Judge, Jabalpur. No other claim on whatever account shall be entertained by the District & Sessions Judge, Jabalpur.

11.36 In the event of any loss occasioned to the District & Sessions Judge, Jabalpur, as a result of any lapse on the part of the service provider, the said loss shall be liable to be made good by deduction from the dues of the service provider.

11.37 There is no obligation on the part of the District & Sessions Judge, Jabalpur to inform the unsuccessful tenderer of the outcome of the tender process and reasons for rejection of tender.

11.38 It shall be mandatory for the service provider to

conduct routine inspection to maintain the cleanliness in perfect sanitized condition and to submit the routine inspection reports on quarterly basis to the District & Sessions Judge, Jabalpur.

11.39 In case of pecuniary loss suffered due to improper/careless service by any of the users/beneficiaries, District & Sessions Judge, Jabalpur will have the right to forfeit the security deposit and in case the security deposit falls short to match the pecuniary loss such balance will be recovered from the payments due to the service provider and also legal action may be taken.

11.40 A surprise inspection shall be conducted by the officer nominated by the District & Sessions Judge, Jabalpur to ascertain the performance of the service persons/operators and the services provided by them. Appropriate penalty up to Rs 5000/- may be imposed in case any deficiency/shortage/lack of service noticed during the inspection.

11.41 Complaint on poor performance of service provider by any Judge may also attract a suitable penalty up to 5000/- per occasion.

11.42 Rates (price variation) offered in the tender will not be enhanced during the period of contract.

11.43 The contract can be terminated by the District & Sessions Judge, Jabalpur, at any time, without assigning any reason, if the work of the service provider is found unsatisfactory. In this respect; the decision of the District & Sessions Judge, Jabalpur will be final and binding on the service provider. The District & Sessions Judge, Jabalpur reserves all the right to accept or reject any bid in whole or in part without assigning any reasons thereof.

11.44 Premature withdrawal of the tender/contract by the bidder shall make him liable for forfeiture of the earnest money/security-deposit.

11.45 All the pages of the tender document shall be serially numbered and duly stamped and signed by the bidder.

11.46 The successful service provider shall, during the



validity of the contract, engage/depute minimum one dedicated operator for each machine to operate the machines at locations specified by OIC Nazarat Section, Jabalpur.

11.47 The District & Sessions Judge, Jabalpur reserves the right to vary, amend or alter any terms and conditions of the tender document at the time of execution of the Annual Cleaning Contract.

## 12. EARNEST MONEY

The tender should be accompanied by Earnest Money Deposit (EMD) of 2% (two per cent) in the form of Account Payee Demand Draft / Fixed Deposit Receipt from any of the nationalized/scheduled banks in an acceptable form drawn in favor of District and Sessions Judge, Jabalpur. Tenders without EMD will not be considered. The earnest money will be returned to all the unsuccessful Tenderers after finalization of the Tender. No interest shall be paid on the Earnest Money Deposit for delay in return for any reason, whatsoever.

## 13. PERFORMANCE GUARANTEE

The successful bidder shall give Performance Guarantee in the form of Account Payee Demand Draft or unconditional Bank Guarantee from a Nationalized Bank amounting to 10% of the contract value in favor of the District & Sessions Judge, Jabalpur. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider firm including warranty obligation. The security Deposit will be refunded only after the expiry of the contract. The deposit is liable to be forfeited, if during the period of contract the services of the service provider are found to be unsatisfactory in any respect, and or if any of the conditions of the contract is contravened/breached, and or towards any damage caused due to negligence of the service provider or his employees. This forfeiture will be in addition to any penal action by the District & Sessions Judge, Jabalpur that the service provider firm may invite upon themselves due to any of the reasons mentioned above.

#### 14. ARBITRATION

Except where otherwise provided for, in the contract all questions and disputes relating to the instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way, arising out of or relating to the contract, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment there of shall be referred to the sole arbitrator as may be appointed by the authority of "The District & Sessions Judge" Jabalpur. There will be no objection if the arbitrator so appointed is an employee of district court and that he had no dealt with the matter to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters of disputes or difference. The arbitrator to whom the matter is originally referred being transferred or vacated his office or being to act for any reason the appointing authority for arbitrator as aforesaid at the time of such an office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also term of this contract that no person, other than a person appointed by the authority mentioned above shall act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all.

SEAL AND SIGNATURE OF BIDDER

**Annexure-A**  
**TECHNO-COMMERCIAL BID**

Tender Document for complete Mechanized Cleaning Services, in the new District Court Building  
Jabalpur Madhya Pradesh

S.NO.	Description	Indicate also page number where attached
1	Name, address & telephone number of the Firm	
2	Name, designation, address & telephone number of authorized person	
3	Please specify as to whether Tenderer is sole Proprietor/Partnership Firm/Private or Limited Company	
4	Name, address & telephone number of Directors/Partners, Fax No. e-mail address	
5	Copy of PAN Card issued by Income Tax Department and Copy of previous 3 Financial Year's Income Tax Return i.e. 2016-17,2017-18,2018-19	
6	Valid ISO Certificate in the field of Security/Traffic Guards if any (Please attach copy)	
7	GST Tax Registration No. (Please attach)	
8	Latest GST Tax Return (Please attach)	
9	Annual Turnover during last 3 years: 2016-17..... 2017-18..... 2018-19..... Please attach proof in the form of Profit & Loss Account	
10	Experience Certificate for last 3 Years for the Mechanized Cleaning Services, and maintenance of garden	
11	Details of Bid Security/Earnest Money Deposit a)Amount b)Demand Draft/Pay order/Banker Cheque No. c)Date of issue d) Name of issuing Bank.	
12	Furnish the list of Service Person and Operator to be deputed in Mechanized Cleaning Services.	
13	Furnish the list of machine to be deputed for the cleaning work.	

Annexure-B  
**BIDDER'S ANNUAL TURNOVER**

.....(Place)  
.....(Date)

From (Name & Address)

.....  
.....  
.....

To,  
The District & Sessions Judge,  
Jabalpur (M.P.)

Ref : .....

Dear Sir/Madam,

We hereby certify that the average annual turnover of M/s-----  
(Name of the bidder) is not less than Rs.-----lacs during the last three  
financial years.

S.NO.	Firm	YEAR-1 Amount	YEAR-2 Amount	YEAR-3 Amount
-------	------	------------------	------------------	------------------

1

Yours Sincerely,

(Signature of Statutory Auditor)  
Name of the Statutory Auditor  
Seal

**Declaration by the Bidder :-**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in the tender document and undertake myself/ourselves to strictly abide by them.

Note: Please indicate the page numbers where documents are attached. The entire Tender documents should be serially page numbered including enclosures.

It is certified that the particulars given above are true to the best of my/our knowledge/behalf and I/We have read terms/conditions and duties/ responsibilities of the Staff to be deputed for the purpose and have also understood the same and do hereby undertake to abide by the same without any reservation on any grounds whatsoever. In case of any breach of the said conditions, I/We shall be responsible for the consequences arising out of such situation (s).

Name & Signature of the Authorized  
Signatory of the Agency (with seal of the  
Agency affixed)

Date :

Place :

Annexure-C  
SIMILAR WORK EXPERIENCE

.....(Place)  
.....(Date)

From (Name & Address of the Bidder)

.....  
.....  
.....

To,  
The District & Sessions Judge,  
Jabalpur (M.P.)

Subject : Mechanized cleaning work maintenance of garden in the new court building  
Jabalpur.

Ref : .....

Dear Sir/Madam,

We hereby declare and confirm that we, ----- (name of the Bidder) having registered Office at ----- (address) have successfully executed the following Mechanized cleaning work and maintenance of garden in the new court building Jabalpur. We are providing the details below. (Note: add rows as required.)

S.NO	Name of the client/organization	Work Order Project Value	Brief Scope of Work	Whether the copies of the/contracts from the client as required is attached.	Yes/No	Pg. No. on the Proposal

Yours Sincerely,

(Signature of Statutory Auditor)  
Name of the Statutory Auditor  
Seal

**LIST-1**  
**METHOD OF CLEANING**

Type of items to be cleaned	Locations	Method of cleaning
Surface area with Kota Stone, Marble, concrete tiles, vitrified tiles etc.	Corridors areas, open areas concourse, toilets varanda etc.	Sweeping, Dry & Wet moping, scrubbing wet cleaning, Cleaning of stains of spit etc.
Surface area with asphalt/bituminous & chequered tiles/Blocks.	Entrance, approach Road etc.	Sweeping dry mopping wet cleaning
Other rough surfaces	Circulating/moving area	Sweeping, Rag picking, muck removal etc
Ceiling, walls, windows & Doors/Lifts.	New Court Building	Dusting, cobweb cleaning Glass with cleaning agent, dusting as per requirement
<b>Other Specific Area :-</b>		
Stair cases	Premises of the new Court Building	Dry mopping pressure water cleaning, vacuum cleaning
Toilets & Bathrooms	Premises of the New Court Building & annex buildings	Pressure water cleaning, Cleaning with acid, disinfecting agents, etc
Water Booths & Wash Basins	Premises of the New Court Building	Pressure water cleaning, cleaning with acid, disinfecting agents etc
Garbage Disposal	All areas under contract	Collection of sweepings, Garbage & Muck in bins and disposal of same to the main bins provided for the purpose in the District Court Jabalpur; there after its disposal as per existing municipal norms.
Air freshening measures	Toilets and Bath Rooms	Use of cleaning agents with fragrance while scrubbing and wet mopping, provision of odonil and naphthalene ball in toilets, use of room fresheners in the District Court Jabalpur
Cleaning of Electronic Display Boards and Panels	New Court Building premises	Cleaning with proper glass cleaners.

**Note:-**

The service providers before quoting the rates are requested to visit the campus and premises of the New Court Building, Jabalpur in order to have a proper perspective of the nature and quantum of work in order to quote the proper amount for the execution of the contract.

LIST-2  
MACHINES AND EQUIPMENTS USED FOR CLEANING

ACTIVITY	MACHINE FOR MECHANIZED CLEANING	OTHER EQUIPMENTS/KIT ITEMS
Scrubbing	Industrial scrubber cum drier. Compact scrubber with features of scrubbing, mopping and water retrieval	Squeezer, wipers, different type & sanitary brushes
Sweeping, Dry & mopping	Walk behind sweeper	Brooms & Dry Mops
Wet cleaning/Wet mopping	High Pressure Jet Cleaning machine.	Wipers, Wet Mops, Squeezer
Dusting & Cobweb Cleaning	Wet & Dry Vacuum Cleaner	Duster brush/cobweb cleaner wall brush
Removal of stains (hard water, pan spit etc.)	Compact scrubber (Corners & Areas where normal scrubber machine is not reachable)	Sanitary brush, hand brush
Picking up of rags form the Premises of the District court and cleaning	Wet & Dry Vacuum Cleaner and manual process	Hand pickers, sanitary brush, pole etc.
Collection and disposal of garbage dust, muck etc.	Trolleys & Wheel barrows with rubberized wheel	Bins for collection of rag and muck picking tools.



LIST-3  
Schedule of work for mechanized cleaning for area including

S No	Description of work	Area	Daily schedule of working
1	Cleaning of the premises washing by high pressure jet, scrubbing with automatic scrubber cum drier, including removal of stains of premises surface at corners & on walls, by using adequate sanitary material, Spraying of mosquito /fly killer/disinfectants.	Corridors, Toilets, Varandas new building where filing section and server room is in operation	Removal of pan stains/other stains, new scrubbing as and when other required
2	Cleaning, Sweeping of circulating area, concourse & cleaning of stair cases.	Circulating area, Concourse, stair case	Two times in a day and as & when required circulating area. Once a day- other than circulating area.
3	Removal of cobwebs cleaning, washing, wet mopping, dusting of walls, cleaning of window glasses	Premises of the New Court Building Jabalpur	Cleaning of urinals, toilets of the District court and public toilets three times a day as per schedule. Removal of cobwebs once in a week, moping of the rooms two times a day and as and when required. Naphthalene ball of sufficient numbers are to be placed in urinal pots & wash basin after exhaust. Odonil is to be provided in bath rooms & toilets after exhaust. Cleaning of water stand posts daily.
4	Cleaning of dustbins, cleaning of entire water stands collars, covering eco-friendly bags for dustbins	Cleaning of all water stands	Cleaning of all dustbins twice in a day and to cover them with the polythene bags.
5	Monitoring by supervisors	Closely monitoring of all activities	From 7:00 A.M. to 4.00 P.M.

LIST-04

Daily required man power-Adequate labor and supervisor to be provided as directed per the requirement.

**Chemicals and cleaning agent's required to be used**

S No	Description of material
1	Custic Soda
2	Bleaching powder
3	Soda ash
4	HCL acid
5	Fly Killer/Mosquito killer
6	Naphthalene balls
7	Odonil
8	Glass cleaner
9	Air freshener
10	Alkaline concentrate (stain remover)
11	Phenyl
12	Isotropy Alcohol

**Consumable required to be used as per need**

S No	Description of material
1	Broom Goa
2	Iron Panja
3	Big plastic drum/bucket
4	Gharmela
5	Phawada
6	Long handle cobweb remover
7	Sponge for cleaning wall/Tiles
8	Dusting cloths
9	Wet mopper
10	Dry Mooper
11	Stain Remover
12	Polythene bags
13	Electrostatic cloth
14	Cotton Cloths
15	Large Buckets with proper polythene bags to keep garbage/disposal items
16	Other instrument as per requirement for the works.

Note : Good Quality sanitary materials should be used and manpower as per schedule of work is given in the proposal, however it is the responsibility of service provider to keep New Court Building premises neat and clean all the time and for which additional machines and manpower at his own cost can be engaged.

## CHECK LIST

TENDERER MUST ENSURE EACH ITEM WHILE FILING THE TENDER AND PUT A MARK (√ )

S NO.	DETAILS	MARKS ( √ )
1	They have read each and every page/instruction of this tender document carefully and only after understanding it they are submitting it.	
2	Before submitting the document they have filled the requisite details and enclosed the required documents. They have signed each and every page of the tender document.	
3	They have clearly understood the technical aspect of the proposed work	
4	The envelope shall contain the entire tender form and all required supportive documents to be enclosed as mentioned and this envelope should be clearly marked	
5	They have enclosed earnest money in the form of DD/FDR/ banker's Cheque/unconditional Bank Guarantee of Rs. 50000/- from Nationalized/Scheduled bank in favor of District & Sessions Judge, Jabalpur	
6	They have enclosed document in support of experience and credentials of unblemished performances with reputed/major clients.	
7	They are having adequate infrastructure and manpower to handle such a contract.	

Seal and Signature of Bidder