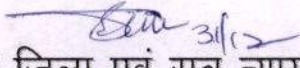


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## कार्यालय प्रधान जिला एवं सत्र न्यायाधीश भोपाल (म0प्र0)

### निविदा आमंत्रण सूचना

एतद् द्वारा सूचित किया जाता है कि मशीन (Motorised Cleaning) द्वारा साफ- सफाई एवं बाग बगीचे की देखरेख व मरम्मत कार्य हेतु इच्छुक संस्थाओं, व्यक्तियों एवं कंपनियों से निविदा प्रस्ताव आमंत्रित किये जाते हैं। निविदा की शर्तों संबंधी निविदा प्रलेख म.प्र. उच्च न्यायालय की वेबसाईट **www.mphc.gov.in** एवं **www.tenders.gov.in** पर उपलब्ध है। इच्छुक संस्थायें/व्यक्तियों/कंपनियां अपना आवेदन निविदा शर्तों के संबंध में सहमति दर्शाते हुये दिनांक 30.01.2023 को दोपहर 1.00 बजे तक रजिस्ट्रार कार्यालय, जिला न्यायालय भोपाल में जमा कर सकते हैं। निविदा उक्त दिनांक को सांयकाल 4.00 बजे आवेदक या उनके अधिकृत प्रतिनिधियों के समक्ष खोली जावेगी। निविदा आवेदन राशि रूपये 100/- जमा कर नजारत अनुविभाग, जिला न्यायालय भोपाल में दिनांक 28.01.2023 तक कार्यालयीन समय में प्राप्त किये जा सकेंगें।

  
प्रधान जिला एवं सत्र न्यायाधीश  
भोपाल (म0प्र0)

# **NOTICE INVITING TENDERS**

## **THE DISTRICT AND SESSION COURT, BHOPAL**

NIT NO.

Dated -----

Subject: **Tender for motorised Cleaning Services and Maintenance of Garden in District and Session Court Bhopal.**

Sealed quotations are invited for Motorised Cleaning Services and Maintenance of Garden in District and Session Court Bhopal from Manufacturing Companies, reputed Vendors/Dealers, registered, bonafide, reputed, experienced and eligible firms who have executed similar nature of work in Government Ministries/ Departments. Semi-government organizations including Public sector Undertakings and satisfying all other terms and conditions in this tender document.

### **1. Instructions to the tenderers :**

Quotations will be 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 "**QUOTATIONS FOR MOTORISED CLEANING SERVICES & MAINTENANCE OF GARDEN IN DISTRICT AND SESSION COURT, BHOPAL**" and addressed to **PRINCIPAL DISTRICT JUDGE BHOPAL** and the bid will be submitted to District Registrar, District Court Bhopal latest by **1.00 PM** on **30-01-2023**. The Tender-bids will be opened on the same day **4:00 PM**.

**Tender relates to 'Motorised Cleaning Services & maintenance of Garden in District Court Bhopal.**

**The Tender shall specify what items Machines/Services will not be covered under the operation services. All the remaining items/services shall be treated as covered under the operation services.**

**The Tender shall further clearly specify the number of machine operators, Sweepers, Cleaners, Gardeners and Supervisors proposed to be deputed under the contract.**

### **2. Period of Contract :**

The contract will be initially for a period of the year w.e.f **1st March 2023** which can be extended further on mutual agreement Subject to satisfactory performance of the contractor and will also depend upon the price trend for the service/products in the market on the date of extension.

### **3. Scope of Work :**

- 3(1) The place of performance will be the District Court Bhopal. Tender relates to 'Motorised Cleaning Services and maintenance of Garden in District Court Bhopal.
- 3(2) It will be duty of the Vendor to have the credentials of the Service persons/Operator/gardeners duly verified and certified.
- 3(3) The Motorised Cleaning Services shall include cleaning of all the court rooms, chambers, officers rooms, barandas, adjoining places, toilets, urinals, porch, basement, water coolers, garages and the campus of District Court, Bhopal including the building of Nyay Sewa Sadan.
- 3(4) Adequate number of machines with operators shall be deployed for motorised cleaning for the places where motorised cleaning is not feasible. Adequate number of gardener and service staff shall be deployed for maintenance, beautification and clearing of the garden in District Court Campus.
- 3(5) the Vendor shall provide Supervisor/Supervisors to ensure proper maintenance and management of manpower and the machines.
- 3(6) The Vendor shall arrange wet and dry cleaning of all the corridors, public toilets, urinals, porch, basement, water coolers and open areas twice a day and all the Court rooms, chambers and private toilets once everyday. The vendor shall also undertake dusting and cleaning of the furniture and Dias of all the Courty Room and the Chambers. It shall be duty of the Vender to dispose the garbage as per the Rules. The wet cleaning shall include the cleaning by use of proper soap, phenyl and other cleaning chemicals. The instructions of the District Judge in this regard shall be final and binding on the Contractor.
- 3(7) The maintenance of garden shall include, maintenance of Grass Carpet, Flower-Obed, Small and bigger plants and the flower pots already in existence in the District Court premises. It shall also include maintenance of Water fountain. The Vendor shall arrange plants, fertilizers, manure, seeds, grass, pots, utensils, instruments and machines for beautification and maintenance of garden.
- 3(8) the Vender shall depute one sweeper/ Cleaner at every set of Gents and Ladies Public toilets throughout the working hours on any working day. These sweepers/ cleaners shall ensure regular cleaning and sanitisation of public toilets.
- 3(9) Any other work of similar nature assigned by the District Judge, Bhopal.

#### **4. Terms and conditions :**

- 4(1) Required number of motorised cleaning machines shall be provided by the Vendor.
- 4(2) The machines shall be owned, maintained and operated by the Contractor. Details of the Machines, which are to be installed should be mentioned in the quotation.
- 4(3) Cost of cleaning material and other consumables like soap, phenyl, room freshner, brush, utensils, floor wiper, etc. shall be borne by the Contractor. Cleaning material of reputed Company shall only be used.
- 4(4) The machines shall be kept in serviceble condition by the Contractor. Quality shall be maintained.
- 4(5) The cleaning work of any particular day shall, under all circumstances, be finished by the Contractor on the same day. If the work is not finished on the same day, a penalty of Rs. 1000/- per day shall be leviabale from the amount payable to the Contractor. If any machine remains out of order for a continuous period of more than three days without replacement/repair or the contracted Number of the Operator/Service Persons/sweepers/gardner of the Vendor remains absent for three days continuously, an amount of Rs. 500/- per day per machine/per person shall be deducted from the amount payable to the Contractor.
- 4(6) The Contractor shall report immediately whenever called by the District Registrar on receiving telephone message to attend the complaints with regard to the cleaning work.
- 4(7) Sufficient stock of consumables like soap, pheynyl, room freshner, brush, utensils, floor wiper, etc. for a month should be maintained and shown to the District Registrar in the first week of every month or whenever asked.
- 4(8) The Contractor shall provide decorative plants, grass, seeds, fertilizers, clay & cemented pots and garden equipments. The contractor shall ensure the regular cleaning of the Water Fountain. The beautification and maintenance of garden as per the instruction of the District Registrar shall be undertaken by the Contractor.
- 4(9) No private work shall be performed by the cleaning persons/machines during the subsistence of the contract.
- 4(10) Contract shall be granted for a period of one year which may be extended if the performance is found satisfactory. It shall be terminable by the District Judge at any time without notice and without assigning any reason.

- 4(11) Space for keeping the machines and electric power and supply line shall be provided by the District Court. Vendor will bear the cost of installation of additional plug points, if required.
- 4(12) The cleaning work shall start functioning within 15 days of the receipt of work order.
- 4(13) The Contractor shall maintain a register mentioning the work and duties performed in the prescribed proforma which shall be verified by the District Registrar at the end of every week.
- 4(14) That machine shall be operated only by the Operator(s), duly authorised by the District Registrar to maintain the security of the uniform provided by the Vendor and shall conspicuously wear the identity Card signed by the District Registrar.
- 4(15) Application form shall be available with the District Registrar during working hours, on cash payment of Rs. 100/- (Rupees One hundred Only) which shall not be refundable. A photocopy of the receipt shall be attached with the Application Form. Tender document may also be downloaded from the official website of the High Court of Madhya Pradesh i.e. [www.mphc.gov.in](http://www.mphc.gov.in).
- 4(16) The quotation will be opened in the Office of the District Registrar, District Court, Bhopal at **04:00 PM on 30th January 2023**. One representative of the bidder may remain present. Quotations will be finalised after considering the proposals. All Tenderers or any of the Tenderer may be called for further negotiations before considering his/their proposal.
- 4(17) District Judge shall have absolute right to select/reject any quotation/quotationer for motorised cleaning services on the basis of rate, quality and services proposed in the tender.
- 4(18) The applicant is required to submit Brochure(s) of the Machine(s) proposed to be installed.
- 4(19) The District Judge, Bhopal has the right of accepting or rejecting any or all tenders without specifying any reason(s) thereof. The District Judge, Bhopal is under an obligation to accept the lowest tender.
- 4(20) There is no obligation on the part of the District Judge, Bhopal to inform the unsuccessful Tenderer of the outcome of the Tender process and reasons for rejection of tender.
- 4(21) The successful contractor shall forthwith engage/depute Service Persons/Operators to operate the Machines for cleaning in the District Court, Bhopal.

- 4(22) It shall be mandatory on firm to conduct routine checks to maintain the cleanliness in perfect sanitized condition and to submit the routine check reports on Quarterly basis to the District Registrar, Bhopal.
- 4(23) It shall be duty of the Contractor/Supervisor/ Authorised sweeper/ cleaner to ensure safety of all the equipments, sanitary fittings, pipes, pots exhaust fan etc. installed in the public toilets. The Supervisor/ authorised sweeper/ cleaner shall lock and handover the keys to District Nazir after the working hours on every working day when court is open. Any loss, for whatsoever reason, shall immediately be reported to the District Nazir & District Registrar, failing which, the loss shall be attributable to the negligence of employees of the Contractor.
- 4(24) In case of pecuniary loss suffered by any of the users/ beneficiaries of the District Court, Bhopal attributed to the Contractor, the District Judge, Bhopal will have the right to forfeit the Security Deposit and in case the Security Deposit falls short to match the pecuniary loss being insufficient, such balance will be recovered from the payments due to the Contractor.
- 4(25) A surprise check shall be conducted by the authorities nominated by the District Judge to ascertain the performance of the service persons/ operators/ cleaners/ sweepers/ gardeners and the services provided by them. Absence of sweepers/ cleaners at public toilets during working hours shall be deductible at the rate of Rs. 500/- per person per day. The decision of the District Registrar in the regarding shall be conclusive and binding.
- 4(26) Rates offered in the Tender will not be enhanced during the period of contract.
- 4(27) The rates finally approved/accepted by the District Judge, Bhopal shall be valid for the whole of the contract tenure and no upward revision will be allowed under any circumstances whatsoever.
- 4(28) Under no circumstances, shall the successful firm appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice, by the authority who has approved the award of the contract.
- 4(29) The successful Tenderer will be required to furnish security deposit amounting to **Rs. 50,000/- within 10(ten) days** from the date of acceptance of tender. The security deposit shall be in the form of FDR through any nationalized bank in favour of the District Judge, Bhopal or unconditional Bank Guarantee of any Nationalized Bank of equal amount. The security deposit money will be refundable only after the expiry of the contract period. The security deposit will be forfeited if during the period of contract the services are found to be unsatisfactory in any respect.

- 4(30) The contract can be terminated by the District Judge, Bhopal at any time without assigning any reason if the work of the contractor is found unsatisfactory. In this respect, the decision of the District Judge, Bhopal will be final and binding on the contractor. The District Judge, Bhopal reserves the right to accept or reject any bid in whole or in part without assigning any reasons thereof.
- 4(31) The bills in triplicate for the services prepared on the basis of approved rates will have to be submitted in favour of the District Judge, Bhopal for effecting payment. No advance payment shall be made for the services. The payment shall be made subject to availability of the funds and no interest shall be payable for delay in payment of bills for any reason, whatsoever.
- 4(32) The job carried out shall be to the satisfaction of the District Judge, Bhopal after getting certification from the District Registrar **failing which deduction @ 10% of the total bill shall be made**. Depending upon the severity of negligence, the District Judge, Bhopal reserves the right to blacklist the agency for a suitable period or from further participation in any of the jobs to be done for the District Court, Bhopal. The decision of the District Judge, Bhopal shall be final and binding on the firm/agency.
- 4(33) Premature withdrawal of the Tender by the Tenderer shall make him liable for forfeiture of the earnest money.
- 4(34) **All the pages of the tender document should be serially numbered and duly stamped and signed by the bidder.**
- 4(35) The successful contractor shall, during the validity of the contract, engage/depute a minimum of one dedicated operator for each machine to operate the machine at location.
- 4(36) A register of surprise/routine checks shall be maintained by the contractor which shall also be inspected by District Registrar of District Court.
- 4(37) The District Judge, Bhopal reserves the right to review the performance whenever so desires, and also to terminate the contract at any point of time during the tenure of the contract in case the performance and the service rendered by the contract firm is found to be unsatisfactory. The decision of the District Judge, Bhopal shall be binding on the Contractor. Contract can also be terminated at any point of time if the above mentioned work is no more required.
- 4(38) Contractor should be registered with ESIC and EPFO. Certified copy of registration certificate showing the code allotted from these organizations should be submitted along with the technical bid.

- 4(39) The rate of minimum wages shall be based on the rate decided and circulated by the Govt. of M.P. revised from time to time for appropriate category. Contractor has to bear additional cost due to increase/ escalation of minimum wages during the currency of the contract.
- 4(40) The contractor shall be responsible for safety of his workman while on the job and District Court shall not be responsible for payment of compensation for any accident occurring during the work. The contractor is required to equip his labourers/ Supervisor with all required safety equipments etc.
- 4(41) If any employee of the contractor is found to commit any misconduct or misbehaving District Judge or authorized officer at its discretion may ask the contractor to remove such employees and the contractor shall remove such employee without question the decision of the District Judge or authorized officer arrange immediately suitable replacement. District Judge will be entitled to restrict such employees from entering the premises.
- 4(42) Contractor should employ only adult workers with age between 18 years to 60 years.
- 4(43) The Contractor shall maintain a register as per law. He shall be liable to show the same as and when called upon. Failure of this may entail imposition of fines and/ or termination of contract.
- 4(44) The Contractor will have to abide with Labour Laws including Payment of Wages Act, Minimum Wages Act, Contract Labour Regulation Act, Workmen's Compensation Act, Factories Act and other legislation and notifications made applicable from time to time.
- 4(45) Contractor has to submit a copy of licence granted to him under Contract Labour Regulation and Abolition Act, 1970 ( and the rules made there under by the Authorities) within a period of 30 days of the awarding of the contract.
- 4(46) The Contractor will have to make out the following Insurance Policies to cover all the risk and keep them valid till the successful completion of the contract:- (i) Workmen's Compensation (ii) Risk/Liability of the 3rd party.
- 4(47) The District Judge, Bhopal reserves the right to vary, amend or alter any terms and conditions of the Tender Document at the time of execution of the Annual Contract.

**5 Eligibility Criteria:-**

- i The Agency applying should possess valid Income Tax PAN No. and Service Tax Account No. The Agency should have a minimum experience of 03 years providing cleaning services.



- ii. The Tenderer must have an average annual turnover of Rs. 10.00 lakhs during the last three years in the same field. Copies of the following documents should be submitted alongwith the Bid.
- a. Audited Profit & Loss Account of last three years i.e. 2019-20, 2020-21 & 2021-22 (Optional)
  - b. Service Tax Certificate.
  - c. Income Tax PAN No.
  - d. Income Tax Return for the last three years i.e. 2019-20, 2020-21 & 2021-22 (Optional)
  - e. ISO Certification. (Optional)
  - f. Latest Service Tax Return.
  - g. Documents regarding Experience of 2 years in providing similar services.
  - h. The Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand Only) through a DemandDraft/ Pay Order / unconditional Bank Guarantee.

**6. Evaluation of Bids:**

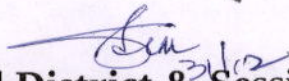
- i. The Techno-Commercial Bid and price Bid will be evaluated as a package simultaneously. It must satisfy all the terms and conditions mentioned in this document and must be accompanied by all the requisite documents.
- ii. Filling up of all the columns in Techno-Commercial Bid and Price Bid is compulsory.

**7. Earnest Money Deposit:**

The Quotations should be accompanied by Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand Only) in the form of Account Payee Demand Draft/ Fixed Deposit Receipt or unconditional Bank Guarantee from any of the nationalized/ scheduled banks in an acceptable form drawn in favour of **Principal District & Session Judge, Bhopal** without which the quotations will not be considered. The earnest money will be returned to all the unsuccessful Tenders after finalization of the Contract. No interest shall be paid on the Earnest Money Deposit for delay in return for any reason, whatsoever may be.

8. **Performance Guarantee (Security Deposit)**

The successful Bidder shall give performance security in the form of **Account Payee Demand Draft or unconditional Bank Guarantee from a Nationalized Bank** amounting to Rs. 50,000/- in favour of **the District Judge, Bhopal**. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor firm including warranty obligations. The Security Deposit will be refunded only after the expiry of the contract. This deposit is liable to be forfeited, if during the period of contract the services of the contract are found to be unsatisfactory in any respect, and/or if any of the conditions of the contract is contravened/breached, an/or towards any damage caused due to negligence of the contractor or his employees. This forfeiture will be in addition to any action by the District Judge, Bhopal that the contractor firm may invite upon themselves due to any of the reasons specified above.

  
**Principal District & Session Judge,**  
**Bhopal(M.P.)**

**TECHNO-COMMERCIAL BID****TENDER FOR MOTORISED CLEANING SERVICES AND MAINTENANCE OF GARDEN IN  
DISTRICT COURT BHOPAL**

Sl NO	Description	Indicate also pagenumber where attached
1.	Name. Address & telephone number of the agency/firm	
2.	Name, designation, address & telephone number of authorized person	
3.	Please specify as to whether Tender is sole Proprietor/Partnership Firm/Private or Limited Company.	
4.	Name, address & telephoen numer of Dirctore/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 Retrun.	
6.	Valid ISO Certificate in the field of Security/Traffic Guards if any (please attach copy)	
7.	Service Tax Registration No. (Please attach)	
8.	Latest Service Tax Return (Please attach)	
9.	ESIC and EPFO registration certificate	
10.	Annual Turnover during last 3 years 2019-20----- 2020-21..... 2021-22..... (Please attach proof in the form of Profit & Loss Account)	
11.	Experience Certificate of 3 Years in providing services	
12.	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 :	

Furnish the list of Services Person and Operator of cleaning Machines and Gardenders

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.

May add, if more are proposed.

**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.

Signature of the Tenderer with Seal

**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 Technical/Service Staff to be deputed for the purpose and have also understood the same and to hereby undertake to abide by the same without any reservations and any grounds whatsoever. In case of any breach of the said conditions, I/we shall be responsible for the consequences arising out of such situations(s)

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

Date :

Place :

Annexure-II

**PRICE BID**

Sl. NO.	Details of Machine(s) and Technical/Service persons proposed to be provided by the Vender	Cost per month (inclusive of all services, taxed, duties and charges)

**Note : All duties/Taxes are to mentioned by the contracting Firm. In absence of details, cost per month shall be deemed inclusive of all services, taxes, duties and charges**

**Details of services proposed to be provided by the vender.**

All the terms and conditions of the tender for motorised Cleaning Services in the District Court Bhopal are acceptabale to me

**Signature of Contractor with seal**