OFFICE OF THE PRINCIPAL DISTRICT AND SESSION JUDGE, JABALPUR (M.P.) - 482001

NOTICE INVITING TENDER (N.I.T.)

The office of the Principal District and Session Judge, Jabalpur tenders/offers from reputed and experienced sealed vendors/agencies engaged in the business of providing cleaning, sweeping, gardening and housekeeping services for "Mechanized Cleaning Service and Maintenance for New Court Building Premises Jabalpur (MP), its Gardens, adjoining area and pathways situated in it which comprises around 13 acres of area. for a period of one year from 01.01.2022 to 31.12.2022 or from the date of contract, last date for receipt of offer/tender is 25.11.2021 at 05:00P.M. The tender shall be opened on 30.11.2021 at 05:00 P.M. The Pre-Bid Meeting for the tender shall be held on 15.11.2021 at 05:00P.M, at the office of District Court Jabalpur. The detailed tender documents along with the terms and conditions are available on the official website of the High Court of Madhya pradesh www.mphc.gov.in and Government Tender portal www.e-tenders.gov.in or www.mptenders.gov.in.

Jabalpur Dated ----- PRINCIPAL DISPRICT & SESSIONS JUDGE,
JABALPUR (MP)

PRINCIPAL DISTRICT & SESSIONS COURT, JABALPUR (M.P.)

PRICE SCHEDULE

Price Schedule for Mechanized Cleaning Services, maintenance for New Court Building Jabalpur (MP), its Gardens, pathways and adjoining area.

Tender No.-----

Name of Work		1	offer Price for One year to be quoted by the Tenderer		
Sealed tender for		In figure (Rs.)	In words (Rs.)		
Mechanized Cleaning Services, Maintenance of	*With taxes	9	12 J		
Garden in the new District	*Without taxes				
court building, Jabalpur, (M.P.)		27 °			

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

Name	
Address of the Bidde	er -

Signature of Tenderer with seal

Note:-

- 1. Conditional and ambiguous offers shall be rejected.
- 2. Tenderer shall Quote his/her offer in figures as well as in words.
- 3. Bidder may 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 offer.
- 4. Specifically mention the machines and persons that will be deployed in addition to the quantity mentioned in the list.

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

U

Tender form No...... Declaration by the bidder

	Deciaration by the bid	ide!
To,		
10,	The Principal District & Sessions Judge Jabalpur (Madhya Pradesh)	·,
	I/We	have read the various
conditions. In 11-2021 at 0 another day writing and money, I/We work accord schedule at the New Court of therein as per acceptance of modification agreement at to do this work website www.contents.of the or any alternation of the different from the second of the secon	I/We also agree to keep the tender open for 5:00P.M. for the date fixed for opening the i.e. 30-11-2021 at 05:00P.M. in case specin default thereof, I/We will be liable for also here by agree to abide by the conditions to the agreement attached. I/We hereby tender to undertake the he rate mentioned for Mechanized Clean Building Jabalpur (MP), its Gardens, adjourner price scheduled. Until a formal agree of this tender shall constitute a binding as may be mutually agreed to betwee tached here to and as indicated in the letter. I/We hereby declare that the tender document. I/We hereby declare that the tender document in the conditions of contract or the the tender document from the website and the printed document from the website and the conditions of contract or the the heard copy of tender document, my/our tender onstituted by the Principal District & Ses	to abide by the said terms and or acceptance for a period till 25- he same and extend the same for cifically asked upon to do so in for forfeiture for my/our earnest tion of the contract and carry out work detailed in the attached ing service and Maintenance for ining area and pathways situated ment is prepared and executed, contract between us, subject to en us in terms of the form of er of acceptance of my/our offer the term as downloaded from the lattice of the individual
FDR/Deman	The Earnest Money deposited	in the tender notification under tional bank Guarantee
name)	The tender form cost Rs date of issue. in favour of Principal District & Sessenclosed here with this sealed tender in ori	drawn of (Bank's sions Judge, Jabalpur (Madhya
Dated		Signature of Tenderer
Witness to Te	enderer Signature	Name
With Name &	& Address	Address of the Tenderer -
(1)		
(2)		

Seal and Signature of Bidder

TERMS OF NOTICE INVITING TENDER (N.I.T.)

The Principal District & Sessions Court, Jabalpur (MP) 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 for New Court Building Jabalpur (MP), it Gardens, adjoining area and pathways situated therein for a period of one year (from 01.01.2022 to 31.12.2022 or from the date of contract), satisfying all other terms and conditions of this tender document.

1- GENERAL -

Tenders are invited in sealed envelope consisting of price Bid. The bid will submitted in a sealed single envelope containing the title "Mechanized cleaning service and maintenance for New Court Building Jabalpur (MP), its Garden, pathways and adjoining area" addressed to the Principal District & Sessions Judge, Jabalpur, (MP), latest by 25.11.2021 on or before 05:00P.M. The Tender, will be opened on 30.11.2021 at 05:00P.M. at the Office of Principal District and Session Judge, situated at new District Court Building, Jabalpur (M.P.)

i	Closing date & Time for submission of tender	25.11.2021	05:00P.M.
ii	Opening date & time of tender	30.11.2021	05:00P.M.
iii	Earnest Money deposit	1,50,000/-(One Lakh	Fifty Thousand only)

Tenderer shall clearly specify deviation, if any, after opening the offer, no claim shall be entertained.

2- SCOPE OF WORK -

- The place of work will be the Court Building which includes the main building, it's all court rooms with all furniture and machinery, chambers, office/sections rooms with furniture and machinery, all attached as well as common/public wash rooms cum toilets, water coolers, building corridors, terrace area, court yards, gardens, pathways, basement, vehicle porch, the adjoining area including circulating and approach roads, Car & Scooter parking areas etc. Place of work shall also include the Suitors shed, judicial lockups, corridors, employee's common room etc, in short overall area of the District Court.
- 2.2 The Mechanized Cleaning Services & Maintenance of Gardens in the new court building, Jabalpur shall include cleaning as per "List-1 enclosed".
- 2.3 The maintenance of garden shall include, maintenance of Grass

Carpet, Flower-bed, small and bigger plants and the flower pots kept in the district Court premises. The Vendor shall arrange plants, fertilizers, maneuvers, seeds, grass, pots, utensil, instruments and machines for beautification and maintenance of garden as per instruction for this purpose issued by Principal District Judge Jabalpur or the officer authorised by him from time to time.

- The service provider shall make arrangements for wet and dry cleaning every day of all the area 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 for the management of biodegradable waste. The wet cleaning shall include the cleaning by use of proper Eco-friendly chemical/detergent, phenyl and other cleaning chemicals of standard and of reputed make to the satisfaction of Principal District Judge or inspecting authority nominated by him. The instruction of the office of the Principal District & Sessions Judge, Jabalpur in this regard shall be final and binding on the service provider.
- 2.5 Any other work of similar nature as and when assigned by the Principal District & Sessions Judge, Jabalpur will be binding on the service provider.
- 2.6 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 of toilets minimum six time a day (every hour between 10 AM to 05 PM), which shall be verified randomly by the nominated inspecting authority/officer.

3. **DOCUMENTS ACCOMPANYING TENDER (N.I.T.)** -

- 3.1 Tender Form.
- 3.2 Documents 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 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 documents.
- 3.5 In case the bidder has any doubt about the meaning of any phrase or word or condition contained in the NIT document, he may seek clarification from Registrar of District Court, Jabalpur.

04. QUALIFICATION OF THE BIDDER -

4.1 The Bidder submitting the bid must have the experience of doing

similar works preceding three years in any Departments/Autonomous Institution/Universities/Public Sector Undertakings of the Government of India or State Government or Public Sector Banks or Local Bodies/ Municipalities.

- 4.2 The Bidder, in order to qualify for award of contract, shall submit a power of attorney authorising the signatory of the bid which must be executed by each member of the Partnership Firm/ Consortium/Joint venture/ Company; except in the case of an individual or sole proprietary organization.
- 4.3 (a) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/consortium/Partnership Firm/Company.
 - (b) Any member of Partnership Firm/consortium/Joint Venture who is nominated by the rest shall be in charge of the services and such nominee shall by authorized through Power of Attorney executed by members of consortium/Joint Venture/ Partnership Firm.
 - (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 and, if the Bidder is a partnership firm/ joint venture/company / consortium, then in such case full details of ownership and control of each member thereof.
- 4.5 Bidder or members of a Partnership Firm/ joint venture/ company/ 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.
- 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 District Judge, Jabalpur or any authorized representative on his behalf subsequently finds to the contrary, the Principal District and Sessions Judge, Jabalpur reserves the right to declare the Bidder's 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 influence 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.

05. ONE BID PER BIDDER -

Each bidder shall submit only one tender either in his personal capacity 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 will be liable to be rejected.

06. VISIT TO DISTRICT COURT -

The bidders are advised to visit and acquaint themselves with the area work 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.

07. SUBMISSION OF THE BID -

- 7.1-1 <u>Language</u> 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 be considered final & binding in matters of interpretation.
- 7.1-2 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 take into account cost of machinery/ equipment required for undertaking the task assessing the numbers commensurating with the scope of work.
- 7.1-3 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 attested and duly dated. Copies of relevant power of attorney shall be attached.
- 7.1-4 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.
- 7.1-5 <u>Currencies of Bid and Payment</u> The Bidder shall submit his price bid/offer in Indian Rupees and payment under the contract will be made in Indian Currency.

08. PERIOD OF CONTRACT -

The contract shall be valid initially for a period of one year from 01.01.2022 to 31.12.2022. The Principal District & Sessions Judge, Jabalpur (M.P.) reserves the right to curtail or to extend the time period of contract at the same rates, terms and conditions for such period as may be agreed upon.

09. TENDER OPENING AND EVALUATION -

- 9.1 The tender will be opened in the office of the Principal District & Sessions Judge, Jabalpur (MP) 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 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 Principal 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 Government Departments/Institutions/Local Bodies/Municipalities/ public Sector Undertakings etc. or had given false information or suppressed material information.
- 9.5 The Principal 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 Principal 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 documents.
- 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 and mail id provided by him. This letter shall prescribe the amount which Principal District & Sessions Judge, Jabalpur (MP) will pay to the service Provider as consideration for the execution of works/services by the Service Provider as prescribed in the contract.

11. TERMS AND CONDITIONS OF CONTRACT -

- 11.1 Performance Guarantee - The successful bidder shall give Performance Guarantee cum security-deposit 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 Principal District & Sessions Judge, Jabalpur within 7(seven) days from the date of acceptance of the tender. 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 may be 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 Principal District & Sessions Judge, Jabalpur that the service provider Firm may invite upon themselves due to any of the reasons mentioned above.
- 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. They shall carry with them photo ID which will be provided to them by the service provider and they shall wear mask within the court premises if the covid protocol prevalent in the city requires them to do so. The aforesaid uniform and photo ID shall be provided by service provider at his own cost.
- 11.4 Adequate number of the cleaning machines with qualified operators shall be deployed to maintain satisfactory level of mechanized cleaning [See list 2 for reference].
- 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 upto Rs. 5000/- (Five thousand rupees only) 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 or if there is any, shortage of cleaning/ housekeeping staff of service provider, an amount upto 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 the gardens are not maintained as per the requirements.

- 11.6 The service provider shall have to deploy minimum 40 persons including appropriate number of male & female housekeeping staff (unskilled category). In addition to above minimum 5 numbers of gardener who are experienced in gardening. The Service Provider shall also provide minimum 5 supervisors out of which 1 should have degree or diploma in horticulture (semi-skilled category). In total staff of 50 persons shall be deployed per day. In case any of service provider's person 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 in clause no.11.5 shall be levied.
- 11.7 In case any public complaint is received attributable to misconduct/misbehavior 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 other than the work of the court nor any machines will be used for any private work during the subsistence of the contract.
- 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 or oral 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 biodegradable waste, so that waste disposal is carried out in totally safe manner without affecting the environment as per pollution control norms.
- It shall be the sole responsibility of the service provider that the persons engaged are trained in the task assigned and the Principal 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 supervisions.
- All the consumables and disposables required for cleaning and housekeeping are to be provided by the service provider, and they should also be Ecofriendly 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 for consumables like detergent/ chemicals, phenyl, room freshener, brush, utensils, floor wiper, etc. for a month should be maintained in advance and will be 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. A separate register shall be maintained to keep a log of above materials and same shall be signed by officer deputed for the said purpose from time to time as agreed. The service provider shall produce the above register on being asked to do so by concerned officer or in charge of Nazarat Section.
- Optimum number of Mechanized Cleaning machines shall be provided by the service provider. The service provider shall depute sufficient/ adequate number of gardener/Mali/machines/instruments for developing and maintain the garden.
- 11.17 The cleanliness will be periodically checked by Principal District & Sessions Judge, Jabalpur or any person(s) authorized by him. 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, tiles 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 Gutka stains on glass panels of windows or doors and mirrors.
 - (iv) Dirt marks, dust, dryness and odour/stench in Wash-basin, water coolers, floors etc. in toilets/bathrooms and drains.
- The service provider shall ensure that the persons 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 The service provider shall engage personnel, who are physically fit and certified by qualified medical practitioner. The personnel shall not be less than 18 years of age and more than 55 years.
- 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 Principal District & Sessions Judge, Jabalpur.
- The service provider shall be responsible to provide immediate

replacement of any staff engaged by him, who is not available for duty at the place of posting.

- The service provider shall be under an obligation for replacement to take place of any staff engaged by him, who is not available for duty at the place of posting.
- 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 changes incorporated, if any, from time to time.
- 11.24 * The Principal 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.
- 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 Principal District & Sessions Judge, Jabalpur shall have the right to have any personnel removed in case litigant/advocate/staff/ visitor complains of misbehaviour. Whether, the act amounts to misbehavior shall be decided by the representative of The Principal District & Sessions Judge, Jabalpur. If the person is not performing the job satisfactorily or otherwise, the service provider shall arrange the suitable replacement in such cases.
- 11.26 The service provider shall not engage any sub-service provider (Petty Contractor) or transfer the contract to any other person in any manner.
- 11.27 The service provider will maintain a register in which day-to-day deployment of personnel will be entered. This will be countersigned by the authorized official (s) of the Principal District & Sessions Judge, Jabalpur. While raising the bill, copy of the particulars of the personnel engaged during each month, must be submitted. A register for recording logs of machine along with any problems therein shall also be maintained.
- Space for keeping the machines and electric power and supply line shall be provided by the Principal District & Sessions Judge, Jabalpur. Service provider will bear the cost of installation of additional plug points or any other additional facilities, if required.
- 11.29 The cleaning work shall commence within one week, on receiving the work order/letter of acceptance.
- In order to ensure security of premises the machines/instruments

shall be operated only by fully trained Operator or person(s).

- 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.
- 11.32 The service provider shall be responsible to maintain properly, all property and equipment of the District & Sessions Court, Jabalpur, for which he is entrusted. Any damage or loss caused by service provider's personnel to any property or equipment of the District & Sessions Court, Jabalpur, would be liable to be recovered from the service provider by deduction from the monthly bill.
- The service provider and its staff shall take all necessary precautions to preclude any loss, destruction, waste or misuse of the areas of responsibility given to them by the Principal District & Sessions Judge, Jabalpur and shall not knowingly lend to any person or company any of the equipment under the Principal District & Sessions Judge, Jabalpur under its control.
- The payment of dues by the Principal 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 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 Principal District & Sessions Judge, Jabalpur.
- In the event of any loss occasioned to the Principal District & Sessions court, Jabalpur, as a result of any lapse on the part of the service provider, the said loss shall be liable to be recovered by deduction from the dues of the service provider.
- There is no obligation on the part of the Principal District & Sessions Judge, Jabalpur to inform the unsuccessful tenderer of the outcome of the tender process and reasons for rejection of his bid.
- 11.37 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 Principal District & Sessions Judge, Jabalpur.
- In case of pecuniary loss suffered due to improper/ careless service by any of the users/beneficiaries, Principal 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.

- A surprise inspection shall be conducted by the officer nominated by the Principal District & Sessions Judge, Jabalpur to ascertain the performance of the service persons/operators and the services provided by them. Appropriate penalty as per clause 11.5 may be imposed in case any deficiency/ shortage/ lack of service noticed during the inspection.
- 11.40 Complaint on poor performance of service provider by any Judge may also attract a suitable penalty up to 5000/- per occasion.
- Rates (price variation) offered in the tender will not be enhanced during the period of contract.
- Premature withdrawal of the tender/contract by the bidder shall make him liable for forfeiture of the earnest money/security-deposit.
- 11.43 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, District and Sessions Court, Jabalpur.
- 11.44 The Principal 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. <u>EARNEST MONEY</u> -

The tender should be accompanied by Earnest Money Deposit (EMD) of 1,50,000 (One Lakh Fifty Thousand Only) 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 Principal 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. <u>ARBITRATION</u> -

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 thereof shall be referred to the sole arbitrator as may be appointed by the authority of "The Principal District Judge" Jabalpur. There

will be no objection if the arbitrator so appointed is an employee of district court and had not dealt with the matter to which the contract relates. In the course of his duties, he would express views on all or any of the matters of disputes or differences. The arbitrator to whom the matter is originally referred is transferred or has vacated the office or for any other 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 stated that, no person, other than a person appointed by the such 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

<u>LIST-1</u> <u>METHOD OF CLEANING</u>

Type of items to be cleaned	Locations	Method of cleaning
Surface area with Kota Stone, Marble, concrete tiles, vitrified tiles etc.	Court room Corridors areas, open area concourse, toilets veranda etc.	Sweeping, Dry & We moping scrubbing wet cleaning, Cleaning of stains of spit etc.
Surface area with asphalter/bituminous & Chequered tiles/Blocks.	Entrance, approach Road etc.	Sweeping dry mopping wet cleaning
Other rough surfaces	Circulating/moving area	Sweeping, Rag picking, muck etc.
Celling, walls windows & Doors/Lifts.	New Court Building	Dusting, cobweb cleaning Glass with cleaning agent, dusting as per requirement
Other Specific Area:-		
, Stair cases	Premises of the new court Building	Dry mopping pressure water cleaning, vacuuming.
Toilets & Bathrooms	Premises of the New Court Building	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 bin provided for the purpose in the District Court Jabalpur.
Air freshening measures	Chamber, Toilets and Bath Rooms	Use of cleaning agents with fragrance while scrubbing and wet mopping, provision of Odonil and naphthalene balls 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 adviced 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 other to quote the proper amount for the execution of the contract.

LIST-2 MACHINES AND EQUIPMENTS USED FOR CLEANING

ACTIVITY	MACHINE FOR MECHANIZED CLEANING	MINIMUM NO. OF MACHINES REQUIRED	OTHER EQUIPMENTS/KIT ITEMS
Scrubbing	Industrial scrubber cum drier compact scrubber with features of scrubbing, mopping and water retrieval	05	Squeezer, wipers, sanitary brushes
Sweeping, Dry & mopping	Walk behind sweeper	05	Brooms & Dry Mops
Wet cleaning/Wet mopping	High Pressure Jet Cleaning machine	05	Wipers, Wet Mops, Squeezer
Dusting & Cobweb Cleaning	Wet & Dry Vacuum Cleaner	03	Duster brush/cobweb cleaner wall brush
Removal of stains (hard water, pan spit etc.)	Compact scrubber (Corners & Areas where scrubber machine not reachable)	As per requirement of the District Court	Sanitary brush, hand brush
Picking up of rags from the Premises of the District court and cleaning	Wet & Dry Vacuum Cleaner and manual process	05	Hand pickers, sanitary brush, grass cutter, stairs, Grub- axe (Khurpi), Spade (Kudal) scissors, pole etc.
Collection and disposal of garbage dust, muck etc.	Trolleys & Wheel barrows with rubberized wheel	As per requirement of the District Court (Preferably 03)	Bins for collection rag with rubberized 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 Courtroom high pressure jet, scrubbing with automatic scrubber cum drier, removal of stains of premises surface at corners & on walls, by using adequate sanitary material, Spraying of mosquito/fly killer/disinfectants	Corridors, Toilets and Verandas including new building filing section and server room is in operation	Removal of pan stains/other stains, scrubbing continually as and other required
2	Cleaning, Sweeping of circulating area, concourse & cleaning of stair cases	Circulating area, Concourse, stair case	2 times in a day and as & when required-circulating area and I time 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 minimum six times in a day (every hour between 10 AM to 05 PM). Removal of cobwebs once in a week, moping of the rooms two time in a day and as and when require. Naphthalene ball are of sufficient number 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 twice daily
4	Cleaning of dustbins, cleaning of entire water stands basins of water coolers, covering polyethene bags for dustbins	Cleaning of all water stands	Cleaning of all dustbins twice in a day work and to cover them with the polythene bags.
5	Monitoring by supervisors	Closely monitoring of all cleanliness activities	From 07:00 A.M. to 05:00 P.M

LIST-4

Daily required man power-Adequate labour and super visor to be proved as directed as per the requirement.

Chemicals and cleaning agents required to be used

S.No.	Description of material		
1	Caustic soda		
2	Bleaching powder		
3	Soda ash		
4	HCL acid		
5	Fly Killer/Mosquito killer		
6	Naphthalene balls		
7	Odonil21		
8	Glass cleaner	-	
9	Air freshener		
10	Alkaline concentrate (stain remover)		
11	Phenyl	ž	
12	Isotropy Alcohol		

Consumable required to be used as per need

S.No.	Description of material
1	Broom of material
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 Moper
10	Dry Moper
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 proposal, however it is 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.

Annexure-A

TECHNO-COMMERCIAL BID

Tender Document for complete Mechanized Cleaning Services, for 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 Tenderee 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. 2018-2019, 2019-2020, 2020-2021	
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. 2018-19	
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 machines to be deputed for the cleaning work.	

Annexure-B

BIDDER'S ANNUAL TURNOVER

					(Place)
					(Date)
From (N	ame & Addro	ess)			
To,			red.		
100	cipal District	& Sessions J	udge,		*
District (Court, Jabalp	ur (M.P.)			
Ref					
Dear Sir					
	We here	by certify the	hat the ave	orogo onnu	al tumpayor of M/a
			(name of th	al turnover of M/s e bidder) is not less
than Rs			lac	s during the	e last three financial
years.		,			
S.No.	Firm	YEAR-1	YEAR-2	YEAR-3	YEAR-4
		Amount	Amount	Amount	Amount
1					
Yours Sin	ncerely,	*			ę
(Signatur	e of Statutor	y Auditor)			
Name of	the Statutory	Auditor			
Seal					

Annexure-C SIMILAR WORK EXPERIENCE

4						(Place)
						(Date)
From (Name & Address of	of the Bid	der)			
To,						
	The Principa Jabalpur (M.		& Sessio	ns Judge,		
Subjec	t:- Mechanized court building			l maintenar	nce of gard	en in the new
Ref						
Dear S	ir/Madam,					
(addres	of the Bidder) has have successful aintenance of garing the details below Name of the organization/client	aving reg ly execut den in	gistered ted of fol the new	Office at lowing Me court bui	echanized of ding Jaba ed.) Whether toontracts	cleaning work
					Yes/No	If yes, Pg. No on the Proposa
				*		
	, k	e ,		•	Yours Since	erely,
						tory Auditor) tory Auditor
•				,	Seal	

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DECLARATION BY THE BIDDER

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.

It is declared 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 to 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).

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

Date: Place:

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

CHECK LIST

TENDERER MUST ENSURE EACH ITEM WHILE FILING THE TENDER AND PUT A MARK ($\sqrt{}$)

S.No.	DETAILS	MARKS()
1	Bidder has submitted the application only after reading and understanding each and every instruction of this tender documents carefully.	
2	Before submitting the document, bidder have filled the requisite details and enclosed the required documents. Bidder have signed each and every page of the tender document	
3	Bidder 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	Bidder have enclosed earnest money in the form of DD/FDR/banker's Cheque/unconditional Bank Guarantee of Rs. 1,50,000/- from Nationalized/Scheduled bank in favor of Principal District & Sessions Judge, Jabalpur	
6	Bidder have enclosed documents showing their experience and credentials of unblemished performances with reputed/major clients.	
7	Bidder are having adequate infrastructure and manpower to handle such a contract.	

Seal and Signature of Bidder

XXX	
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