

District and Sessions Court, Latur
Nyaya Nagari, Main Road, Latur 413512

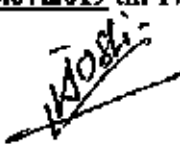
e - TENDER NOTICE

The District and Sessions Court, Latur invites e-Tenders in the prescribed format for "Manual & Mechanised daily cleaning with the material of District Court Complex at Latur" on Outsourcing basis for the period of Two Years.

The detail tender notice with terms and conditions is available on the Government of Maharashtra website <https://mahatenders.gov.in> and <http://court.mah.nic.in>.

The interested parties/Offerer may submit their Tender offer from the website <https://mahatenders.gov.in> from 16.07.2019 at 10.30 hrs to 30.07.2019 till 17.30 hrs.

Date :11/07/2019


Principal District and Sessions Judge,
Latur.

DISTRICT AND SESSIONS COURT, LATUR

Nyaya Nagari, Main Road, Latur - 413 512

Telephone No. 02382- 243544.

E - TENDER DOCUMENT - 2019

Name of Work

Manual & Mechanised daily cleaning with the material
of Open Space, Toilets, Corridors, Staircases, Building
Open area at District Court Complex Latur.

Estimated Cost :- Rs.64,00,256/-

FOR PERIOD OF 2 YEARS

District and Sessions Court, Latur,
Nyaya Nagari, Main Road,
Latur 413 512.

Name of work :Manual & mechanised daily cleaning with the material of all Court Halls & Offices, open space, Toilets, Corridors, Staircases, Building open area's, entire Building premises, etc. at District and Sessions Court complex Latur, for Two Years from the date of execution of contract agreement.

Total built up area admeasuring 8,155 sq.mt.and total open space admeasuring 13,353 sq.mt.(i.e.Six buildings, ground floor + 2 floors including 60 toilets).

Estimated Cost for 2 Years : Rs. 64,00,256/- (Word : Sixty four Lakh two hundred fifty six rupees only)

Ref. No. : DCL/etender/cleaning/2019-20/1

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Date :11/07/2019

Sd/-
Principal District and Sessions Judge,
Latur.

जिल्हा व सत्र न्यायालय, लातूर
मेन रोड, लातूर ४१३ ५१२.

ई-निविदा सुचना

जिल्हा व सत्र न्यायालय लातूर येथील सर्व न्यायालय,कार्यालय, व इमारती भोवतालचा परिसर ईत्यादीची देन वर्षाकरिता बाहययंत्रणेद्वारे मानवीय पध्दतीने, यंत्र व साधन सामुग्रीसहित दैनदिन साफसफाई करणे, या कामासाठी ऑनलाईन ई-निविदा मागवीणे आहे.

विस्तृत निविदा सुचना व त्यासंबंधीच्या अटी व शर्ती महाराष्ट्र शासनाच्या <https://mahatenders.gov.in> आणि <http://court.mah.nic.in>. हया संकेत स्थळावर उपलब्ध आहेत. इच्छुक ठेकेदारांना आपल्या निविदा दिनांक १६/०७/२०१९ सकाळी १०.३० ते ३०/०७/२०१९ सायंकाळी ५.३० पर्यंत <https://mahatenders.gov.in>. या संकेतस्थळावरून सादर करता येतील.

दिनांक :११/०७/२०१९

सही/—
प्रमुख जिल्हा व सत्र न्यायधीश,
लातूर

SECTION-I: DETAILED TENDER NOTICE WITH TERMS AND CONDITIONS

1) Online e-tenders for the following works are invited by the District and Sessions Court, Latur (Phone No. 02382 243544) from the Registered/unregistered and Experienced Contractors in appropriate Class. The name of work, estimated cost, earnest money, security deposit, duration of contract, etc., are as under.

- 1.1 Name of work :Manual and mechanised daily cleaning with materials of all Court Halls & Offices, Open space, Toilets, Corridors, Staircases, Building Open area, entire Building premises/Complex etc. at District and Sessions Court, Latur for Two Years from the date of execution of contract agreement.
- Total built up area admeasuring 8,155 sq.mt. and total open space admeasuring 13,353 Sq.mt. (i.e. Six Buildings,ground floor + 2 floors including 60 toilets).
- 1.2 Cost of each tender from :Rs.5000/- as per G.R. CAT/09/05/Case381/Bldg-2 dtd.15.05.2007.
- 1.3 Estimated cost (approx) of work put to tender :Rs. 64,00,256/- (sixty four lakhs two hundred and fifty six rupees only).
- 1.4 Earnest Money :a)For Registered Contractor 2% of the tender amount.
- b)For unregistered Contractor 3% of the tender amount. Both as per GR No.Store purchase 2014 /Case 82/Part 3 dated 01.12.2016.
- 1.5 Security Deposit : 3% of tender amount.
- 1.6 Opening date for e-tender : 16 . 07 . 2019 at 10.30 hrs.
- 1.7 Pre-tender conference date : 24 . 07 . 2019 at 17.30 hrs.
- 1.8 Last day upto which online blank tender forms will be available : 30 . 07 . 2019 till 17.30 hrs.
- 1.9 Last date for submission of e-tenders : 30 . 07 . 2019 till 17.30 hrs.

- 1.10 Date and time of opening of :Technical bid (Envelope no.1) of tender will be opened online on 31.07.2019 at 17.40 hrs. at District and Sessions Court, Latur- 413 512.
Financial bid (Envelope no.2) of tender will be opened online on 03.08.2019 at 17.40 hrs. at District and Sessions Court, Latur- 413 512.
- 1.11 Validity period :The offer of the contractor shall remain valid for 90 days from the date of opening of Envelope No. 2.
- 1.12 Completion period of the :Two Years from the date of execution work of contract agreement.
- 1.13 Tender form, instructions to the bidder, conditions of contract and scope of work can be downloaded from **<https://mahatenders.gov.in>** and tender can be submitted only after making online payment of Rs. 5000/- (Rupees Five thousand only) towards Tender form fee.The fees of tender document will be not refundable. Further information regarding the work can be obtained from the above office.
- 1.14 The Earnest Money Deposit (EMD) should be submitted online. The bidder claiming exemption of EMD shall submit the exemption certificate online. **Bids will be opened as per Tender Schedule, in the presence of such intending bidders or his/their authorised representative who may be present at that time.**
- 1.15 The detail tender notice and tender form shall also form a part and parcel of the contract agreement and breach of those terms and conditions shall also constitute a breach of terms and conditions of the contract agreement.
- 1.16 The online tender forms will be available only to the unregistered or registered contractor with having experience of work in the same field at the time of applying of e-tender.
- 1.17 The bidder, if firm or company shall in their forwarding letter mention the name of the partners of the firm or the company (as the case may be) and the name of the partner who holds the power of attorney, if any, authorizing him to conduct transaction on behalf of the firm or company.
- 1.18 Rights are reserved to revise or amend the contract documents fully or in part thereof before the date notified for the receipt of tender. Such deviations/amendments if any shall be communicated in the form of a corrigendum or by letter/SMS/e-mail as may be considered suitable.
- 1.19 **Rights are reserved to reject any or all tenders without assigning any reasons thereof.**

2) **EARNEST MONEY:**

- 2.1 Earnest Money as mentioned above at sr. no. 1.4 along with the tender should be paid online.
- 2.2 Valid earnest money exemption certificate (if applicable) will be accepted in lieu of the earnest money deposit. The tenderer who is exempted from payment of earnest money deposit should submit online, the certificate from Government of Maharashtra regarding exemption money in the above acceptable form otherwise, its tender shall be summarily rejected.
- 2.3 Tender of those, who do not deposit earnest money in the above acceptable form, shall be summarily rejected.
- 2.4 The amount of earnest money will be refunded to the unsuccessful tenderer on deciding about the acceptance or otherwise of the tender or otherwise on expiry of the validity period, whichever is earlier. In case of the successful tenderer, it will be refunded on his paying the initial security deposit to be paid after awarding of the work. If successful tenderer does not pay the security deposit in the prescribed time limit and fails to complete the agreement bond, his earnest money deposit will be forfeited to Government.

3) **SECURITY DEPOSIT :**

The successful bidder shall have to pay 3% Security Deposit in form of Fixed Deposit Receipt of any Nationalized Bank or in form of National Saving Certificate for two years, pledged in favour of District and Sessions Judge, Latur or Bank Guarantee from a Nationalized Bank in the enclosed form and complete the contract documents, failing which his earnest money deposit will be forfeited to Government.

- 3.1 All compensation or other sums payable by the contractor under the terms of this contract or on any account may be deducted from this Security Deposit or from any sums, which may be due to him become due to him by government on any account and in the event of the Security being reduced by reason of any such above noted deductions the contractor shall within ten days of receipt of notice of demand from the District and Sessions Judge, Latur make good the deficit.
- 3.2 There shall be no liability of the Department- District and Sessions Court, Latur to pay any interest on the Security Deposit by or recovered from the contractor.
- 3.3 The Security Deposit shall be refunded after completion of contract period.

4) **IMPORTANT POINTS/ TO BE NOTED BY THE TENDERER.**

- 4.1 Relevant provisions of the Government Resolution (Law and Judiciary Department, Mantralaya, Mumbai) nos. पदनि 2512/प्र.क्र.157/कार्या.12 dated 26th and 27th February, 2013, 06th March, 2013, 03rd September, 2014, 27th January,2015,03rd February, 2015, and पदनि 2016/ प्र.क्र-29/ Vittiya Sudharana-1 dated 2.8.2016 and Contract 2016/प्र.क्र.197/Desk 12 dated 23.02.2017 will be applicable and binding on the Tenderer/Contractor and the G.Rs issued by the Government time to time in this regard are also applicable to the Tenderer/Contractor. The G.R.s mentioned above are available on the official website of Government of Maharashtra (<https://maharashtra.gov.in>).
- 4.2 The relevant Government resolutions are part and parcel of the contract agreement.
- 4.3 Section-VI of the tender shows the scope of work to be executed. Manual and/or mechanised cleaning of all Court halls & offices, Open space, toilets, corridors, staircases, Building open area, etc. of Total built-up area admeasuring 8,155 sqmt and total open space admeasuring 13,353 Sq.mt.(i.e. SIX BUILDINGS, ground floor + 2 floors including 60 toilets).
- 4.4 The accepted eligible tender shall be forwarded to the Government for administrative approval through the Hon'ble High Court, Bombay and after obtaining the necessary approval from the Hon'ble High Court and Government, the tendered work will be awarded.
- 4.5 The e-tendering process will be re-processed, in the case, minimum three numbers of tenders are not received.

5) **TENDERING PROCEDURE**

- 5.1 Tender Forms (see the prescribed format as per Section-XII).
- a) Tender forms in the prescribed format (Section-XII) can be downloaded from the e-Tendering portal of Government of Maharashtra i.e. <https://mahatenders.gov.in>. However, the tender can be submitted only after making an online payment towards Tender fees as per the Tender Schedule.
- b) The tender submitted by the tenderer shall be based on the clarification, additional facility offered (if any) by the District and Sessions Court, Latur and this tender shall be unconditional, Conditional tenders will be summarily **REJECTED**.
- c) All tenderers are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be treated as non-responsive. The contractor should clearly mention in forwarding letter that his offer (in Envelope

no.1 & 2) does not contain any condition, deviations from terms and conditions stipulated in the tender.

d) Tenders should have valid Class II / III Digital Signature Certificate (DSC) obtained from Certifying Authorities. In case of requirement of DSC, interested Bidders should go to <https://mahatenders.gov.in>. In case, in difficulty concerning online bid submission, for help contact on the telephone number given.

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

5.3 Download of Tender Documents:

To participate in the online tender, the bidder must pay the cost of the Tender form fee online.

5.4 Shortlisting of Contractor for Financial Bidding process:

The Tendering authority will first open the Technical Bid documents of all Contractors and after scrutinizing these documents will shortlist the Contractors, who are eligible for the Financial Bidding process. The shortlisted Contractors will be informed by email/SMS or suitable mode of communication or they can see the same online.

5.5 Opening of the Financial Bids :

The Contractors may remain present in the Office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Contractors shall be available on the **e-Tendering Portal** immediately after the completion of the opening and selecting process.

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

5.7 Acceptance of tender shall solely rest with the Tender Committee of this Court who reserves the right to accept or reject any or all tenders without assigning any reason therefor. It is not binding on the tender committee to accept the lowest tender. The tenderer whose tender is accepted will have to enter into agreement within a week of being notified to do so. In case of failure, the offer of the tenderer shall be considered as withdrawn by him and the amount deposited towards the EMD will be forfeited to the Government account without any reference to the successful bidder/tenderer.

- 5.8 Pre-tender Conference: A pre-tender conference to be held on **24.07.2019 at 17:30 hrs** in the Conference Hall, 2nd floor, District and Sessions Court, Latur-413 512 to obtain clarification regarding work and tender conditions.

6) **ELIGIBILITY CRITERIA:**

Only those Bidders who possess the following eligibility criteria shall apply. Bidders shall submit documentary proof of eligibility criteria in the desired format as detailed in the Tender Schedule. Tenders not meeting the eligibility criteria shall be rejected.

- 6.1 Bidder shall have experience and satisfactory completed Manual cleaning services job in Central Government/State Government/Central Autonomous Body etc. The bidder should submit work orders and Experience certificate for the same.

Bidder shall submit supporting documents/certificates in form of completion certificates and work orders for the work.

- 6.2 The bidder shall have the experience of providing Manual cleaning service for a minimum period of three years.
- 6.3 Bidder shall submit Solvency Certificate equivalent to 20% of the tender amount from a nationalized bank or Scheduled Bank.
- 6.4 Bidder shall submit the registration certificate of Company/organization.
- 6.5 Bidder shall submit a certified copy of the Professional Tax Certificate.
- 6.6 Bidder shall have to submit a certified copy of the registration certificate under the Employees Provident Fund.
- 6.7 Bidder shall submit a Certified copy of the registration certificate under the Employees State Insurance Act.
- 6.8 Bidder shall submit a certified copy of the License from Labour Commissioner to Employ Contract Labour under the Contract Labour Act.
- 6.9 Bidder shall submit a certified copy of Income Tax, Pan Card No. of the bidder with last three years Income Tax returns.
- 6.10 Bidder shall submit a certified copy of the GST/Service Tax Registration Certificate which should be in the Name of the Bidder.
- 6.11 The bidder shall submit the enclose Govt. valid Registration certificate or Shop Act certificate.

7) **THE TWO ENVELOPE BID SYSTEM WILL BE ADOPTED AS BELOW:**

The Bidder must submit Bid online in two envelopes as mentioned below-

7.1 Envelope No. 1:

Called "Technical Bid Envelope (B-1)" shall contain duly uploaded/ scanned copies of:-

- a. Earnest Money shall be deposited online.
- b. The partnership deed/memorandum and articles of associations.
- c. The Power of attorney, if any.
- d. Declaration on the Bidder's Letterhead that, financial bid covers all the items of the Bid Document.
- e. The documents as per section-I (6) mentioned in eligibility criteria.

All Technical bid documents should be submitted in the above sequence with Index Page and Page Numbers.

Technical bids will be opened **online on 31 / 07 / 2019** at 17:40 hrs at District and Sessions Court, Latur in presence of the participants, if the bidders or their authorized representatives remain present. Bidder should bring the original documents (i.e. Originals of scanned documents) at the time of technical bid opening and required to submit for verification, if asked by the office/committee.

If the documents contained in Envelope B-1 do not meet the requirement of the District and Sessions Court, Latur a note will be recorded accordingly by the Bid opening Authority and the Envelope B-2 of the said Bidder will not be considered for further action and the same will be recorded. The financial bid envelope of such bidders who qualify criteria as required at Section-I (6) shall be opened.

In the event of the date specified for receipt and opening of technical bid being declared as a public holiday for the Government of Maharashtra, the due date for submission of bids and opening of bids will be the next working day at the same scheduled time.

Note:- Please do not quote "financial bid offer" in the technical bid envelope. If it is found that the price quoted is submitted/indicated anywhere in technical bid envelope, such bid will be rejected.

7.2 Envelope No.2 Called " Financial Bid Envelope (B-2)" shall contain:-

1. The second envelope clearly marked as " Envelope B-2" shall contain only the main tender duly submitted by the contractor.
2. Duly filled a prescribed bid form with proper seal and signature of the authorized person.
3. The intending bidder shall quote offer online.

8) The Financial bid of the shortlisted tenderer, qualified in the technical bid shall be opened by the Committee constituted for this purpose, in presence of shortlisted tenderer or their authorized representatives, if they remain present. If the content of envelope no.2 are found to be as per requirement specified above, the financial bid shall be treated as valid and processed for further evaluation. The successful tenderer, on approval of the Government, will be informed by e-mail by the District and Sessions Court, Latur accordingly by the letter of intent and will be directed to pay Security Deposit and complete the agreement formalities. The work order will be placed by the District and Sessions Court, Latur.

The Earnest Money will be refunded to successful Bidder online to the effect that the required Security Deposit has been paid by the tenderer and contract documents are duly signed.

9) **THE TENDER IS LIABLE FOR OUTRIGHT REJECTION, IF ON OPENING IT IS FOUND THAT:**

- 9.1 The bidder has not followed the procedure laid down for the submission of tender strictly.
- 9.2 The bidder proposed any alteration in the work specified in the tender or in the time allowed to carry out the work or any other condition which cannot be evaluated.
- 9.3 Any one or more of the documents required as per the preceding paras is or are missing.
- 9.4 Any corrections, additions or alterations are made by the tenderer in documents.
- 9.5 Any of the pages of the tender are removed or replaced by the tenderer.
- 9.6 Any eraser is made by him in the tender.

- 9.7 The bidder has not uploaded the scanned copies of requisite certificate/ license as per the eligibility criteria and particularly specified in G.R. Dated 27th January 2015.
- 9.8 The amount of tender submitted by the Contractor is found less than the payments entitled to the Sweepers as per the provisions of Minimum Wages Act (i.e. Minimum Wages as per Notification dated 27.01.2017 & 09.08.2017 & revised increased from time to time + Special Allowance + Bonus + GPF + E.S.I.C. + Gratuity + Workmen Compensation fund, other applicable allowance + G.S.T. as applicable thereon.

Tenders which do not fulfill all or any of the above conditions or incomplete in any respect are liable to summarily rejection.

SECTION - II: INSTRUCTIONS TO BIDDERS (ITB)

- 1) The tender shall be online in two parts, i.e.(1)Technical Bid (B-1) and (2) Financial Bid (B-2).
- 2) On the due date of opening, only Envelope No.1 will be opened online for scrutiny to ascertain the suitability of Tenderers for the work. However, Financial bid (Envelope No. 2) of only those tenders will be opened online who qualify in Technical Bid (Envelope No.1).
- 3) In the technical bid, no price shall be mentioned. If the same is done the offer is liable to be rejected.
- 4) The two envelopes shall contain information as under.
 - a. **Envelope No.1:** The first envelope should contain details of general matter pertaining to tender viz. Earnest Money, Details as required to qualify for eligibility criteria listed under heading “Eligibility Criteria” [Section I (6)]. And any other information criteria which are asked in the tender. This envelopes shall be defined as Technical Bid.
 - b. Envelope No.2: This envelope shall be defined as “Financial Bid” and shall contain the tender form in the prescribed form duly filled and signed.
- 5) The tenders shall be submitted online as per the procedure prescribed hereinabove.
- 6) Earnest money shall be deposited online.
- 7) District and Sessions Court, Latur shall not be responsible for any delay/difficulties/inaccessibility of the downloading facility for any reason whatsoever. No claim on this account shall be entertained.
- 8) The period of contract will be for two years, subject to the work performance of the bidder.
- 9) The contractor who will not pay the wages/payments to the Sweepers/workers as per the Minimum Wages Act, his name will be put in blacklist.

SECTION – III: GENERAL CONDITIONS OF CONTRACT (GCC)

1. **General Conditions :**
 - 1.1 The entire tender process will be online. If a firm or company is submitting the tender, it should mention in its forwarding letter the names of all partners and names of persons who hold power of attorney and should submit a certified copy of power of attorney and partnership deed, etc., along with the tender and shall sign by each partner.
 - 1.2 All pages and pasted slips should be signed by the bidder. Correction in amount (Financial bid) entered in agreement if any should be attested by the bidder.
 - 1.3 The bidder shall be deemed to have studied all terms and conditions of the tender and made himself/themselves acquainted with the site, site condition for the execution of the work, materials, and equipment required, etc., before submitting the tender. A declaration to this effect should be signed by the tenderer on the form attached to the tender.
 - 1.4 Once the tender is submitted the matter will be decided according to the tender condition and tenderer will be responsible to bind himself to the terms and conditions of the tender.
 - 1.5 Any change that will be made in the Tender Papers by the Competent authority after the issue of same will be intimated to the Tenderer in the form of Corrigendum/addendum for incorporating the same in the tender before submitting the same.
 - 1.6 This detailed tender notice along with Corrigendum/Addendum etc. if any, shall form part of Tender Documents.
 - 1.7 **Acceptance of tender will rest with the competent Authority who reserves the right to reject any or all tenders without assigning any reason thereof.**
 - 1.8 The bidder shall be responsible to arrange at his own cost all necessary materials, tools & equipment required for the execution of work.
 - 1.9 The bidder shall execute his work in such a manner that no damage is made to the existing structure.
 - 1.10 The work is required to be executed in Court Complex, which is a very important and sensitive area where both speed and quality of execution are to be maintained by the bidder. The bidder shall also ensure quality work in a planned and time-bound manner.
 - 1.11 Department shall not be responsible for any loss of material used by the bidder at the site.

- 1.12 All the applicable taxes will be recovered from the gross amount of bill.
- 1.13 In case of any loss/theft of the property/record of the Court by the Sweepers, the Contractor will be held responsible for the same.
- 1.14 In case of any injury to the stakeholder in the court complex during the contract work, the Contractor will be held responsible for the same.
- 1.15 The information and site data mentioned in the tender documents are being furnished for general information and guidance only. The District and Sessions Court, Latur in no case shall be held responsible for the accuracy thereof or any interpretation or conclusion drawn therefrom. The contractor shall verify such data to his/her entire satisfaction before quoting the rates.
- 1.16 The tenderer/contractor shall dispose of garbage, rubbish and other waste at their own cost and under no circumstances, these shall be stacked/dumped even temporarily within the building or surrounding premises of this court.
- 1.17 The tenderer/contractor with the prior permission of the District and Sessions Court, Latur shall arrange the necessary water supply, fitting, flexible pipe, etc. for taking water from water taps provided in the building for cleaning work at his own cost.
- 1.18 The Contractor/Tenderer shall comply all Government Rules regulations, by-laws and the directions given from time to time by the local or public authority in connection with this work and shall pay fees/charges which are leviable on him or as directed by the District and Sessions Court, Latur and nothing extra shall be paid on this account.
- 1.19 Existing drains, pipe, cables, overhead wires, sewer lines, water lines and other services encountered in the course of the execution of the work shall be protected against the damages by the contractor at his expenses. The Contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
- 1.20 In any case, the contract shall not be transferable, assigned or sublet to any other person.
- 1.21 The relations between the “District and Sessions Court, Latur” and the Sweepers/workers” of the contractor/Tenderer shall not be of "Owner” and “Worker”. Also awarding the work of cleaning shall not be construed or interpreted as creation of any Agency or Partnership between the District and Sessions Court, Latur and the Contractor or relationship being or deemed, as created between the District and Sessions Court, Latur and the Contractor. The relationship between them shall be expressly and completely as per the terms and conditions laid down in this tender notice and is not open to any further or other construction or interpretation.

SECTION – IV: SPECIAL CONDITIONS OF CONTRACT (SCC)

1) **Special Conditions**

1.1 The Bidder shall study carefully, the material required equipments quantities and conditions of the tender documents to fully appreciate the scope of work before quoting his rates.

1.2 The bidder should provide satisfactory evidence acceptable to the Competent Authority (Principal District and Sessions Judge, Latur or the committee) to show that (In Technical Bid Part I).

(a)He is a reputed firm/contractor, who regularly undertakes the works of Cleaning to the subject tender and his adequate knowledge and experience.

(b)He has established a proper supervisory control organization to ensure that there is adequate control at all stages of execution of the contract. He should give a proper Quality assurance chart for the work.

The contractor shall attend any complaint received or pointed out by the Officer's of District and Sessions Court, Latur and shall keep a complaint book in this office in which the complaints will be recorded. The said book shall be open for inspection by the Registrar or its officials.

2) For the above, the Contractor must also submit along with his/her tenders in Technical Bid part (I):-

(a)List of Manual Cleaning works completed in last 3 financial/calendar years and in hand by giving description of work, organization for whom executed, approximate value of the contract at the time of award, date of award & date of schedule completion of work along with relevant documents along with list of Names of employees with their respective Pan, PPF & ESIS Nos, etc. statutory requirements. **The bidder must submit the document to show that he has paid/ deposited his contribution with a deduction from the salary of employee/workers at other side towards EPF and contribution.**

(b)List of personnel and equipment available on hand & proposed to be engaged for the subject work.

3) The manual cleaning work is to be carried out at Court Complex, Latur which is a sensitive and high-security zone. The successful tenderer has to follow the security requirement's in his day-to-day work.

4) The bidder shall have to clean the area as per the minimum frequencies mentioned. However, the cleaning shall have to be done more frequently if required for proper housekeeping upon the instructions of the Registrar and its officials, for which nothing extra shall be paid.

- 5) The tenderer whose tender is accepted shall submit a daily cleaning plan, so as to help the concerned officers to monitor and check that the cleaning work is being done according to the schedule of frequencies mentioned.
- 6) The bidder shall work in close coordination with concerned officials and modify the working schedule, if required as per the user's convenience. No claim whatsoever on this account shall be entrained.
- 7) The Registrar, District and Sessions Court, Latur will provide space for storage of cleaning material and equipment as per availability for which no rentals for space will be recoverable. However, no extra payment shall be admissible for carriage/shifting, etc.
- 8) No cleaning material and equipment etc. will be supplied/provided by the District and Sessions Court, Latur. The contractor will have to make own arrangements at his own expense for all equipment and materials toiletries, consumables etc.
- 9) The contractor shall pay the wages to the Sweepers as per the provisions of Minimum Wages Act (i.e. Minimum Wages as per Notification dated 27.01.2017 & 09.08.2017 & revised increased from time to time + Special Allowance + Bonus + G.P.F. + E.S.I.C. + Gratuity + workmen Compensation fund & other applicable allowances with revised increased from time to time.
- 10) Bidder shall pay all the applicable taxes to the relevant authorities, present GST as applicable with increments from time to time must be paid by the bidder as per G.R. No. Contract-2016/case no.194/Desk 12 dated 09.08.2017. The bidder must furnish GST paid challan within 7 days of expired service month, failing which, the further bill will not be lodge with pay and account office for payment.
- 11) Cleaning materials and equipment required shall have to be brought and kept by the bidder in advance for each month at his own cost.
- 12) The standard of sanitation/cleanliness shall always be to the satisfaction of the Registrar and concerned officials, whose decision in this regard shall be final and binding on the contractor. In case of default, the Registrar may get the improvements done at the cost of the contractor without any notice
- 13) The workers shall be supplied with sufficient sets of uniforms by the contractor so that they wear them at all times and keep them clean.

- 14) The bidder shall take at his own cost, provide necessary insurance cover in respect of staff and other personnel to be employed or engaged by him in connection with the aforesaid services to be rendered to the District and Sessions Court, Latur and shall comply with all relevant labour laws as applicable to the area as existing or as may be mentioned during the contract period and more particularly set out in cl.9 & 10 of sec. IV with relevant document within 7 days of each expired month and shall indemnify the Registrar, District and Sessions Court, Latur against all acts of omissions, fault, breaches and or any claim or demand, loss injury and expenses to which the department may be party or involved as a result of the contractor's failure to comply and of the obligation under the relevant act/law which the bidder is to follow.
- 15) All the cleaning materials/consumables brought to the site shall be protected suitably duly wrapped/packed & stored so as to avoid any damage during loading transportation/unloading & handling due to weather conditions etc. at any stage.
- 16) The cost of maintenance of equipment will be borne by the contractor.
- 17) Whenever the visit of Hon'ble Lordships, the Hon'ble Principal Judge and the other committee Judges and also trainings, workshops, orientation courses, seminars, meetings take places, the contractor has to ensure that sufficient workers and supervisory staff is present within the Court Complex to report Cleanliness work as required till the visit is over without extra cost.

18) **Termination:**

The Registrar, District and Sessions Court, Latur with approval of the committee Judge and Principal District Judge reserves the right to terminate the contract by giving a month notice in case of breach of any material/obligation under the contract. The contract may also be terminated in case of unsatisfactory performance during the contract period.

In the event the contract is terminated by the District and Sessions Court, Latur under any circumstances before its due date for any reason, in that case, the contractor shall compensate to this office with regard to loss, if any, caused during the contract period.

19) **Arbitration:**

All disputes and differences arising out of, in any way touching or concerning the manual cleaning work shall be referred to the sole arbitration of any person nominated by the Principal District and Sessions Court, Latur at the time of such dispute. There shall be no objection on the part of successful tenderer to any such appointment.

SECTION-V: ADDITIONAL CONDITIONS OF CONTRACT (ACC)

1. Additional conditions:

- 1.1 Eco-friendly cleaning material of approved quality of reputed Manufacturing company suitable for manual and/or mechanised cleaning shall be used. The consumption of material/chemicals shall be regulated as per manufacturer specifications. The material used for cleaning should not cause a bad foul or offensive smell.
- 1.2 The contractor is required to produce a valid registration license for Employee State Insurance and Employee Provident Fund before the start of work.
- 1.3 Contractor has to produce documentary evidence regarding payments of ESI, EPF & Bonus as per prevailing rates of the Government, whenever asked for. Such documents should be submitted to claim next months bill otherwise, bill will not be forwarded to the concerned office.
- 1.4 The tenderer shall acquaint himself with the proposed site of work, before quoting his rates.
- 1.5 The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the functioning of the Court Officers, Staff, Advocates, litigants, etc and the public in general.
- 1.6 Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupant user.
- 1.7 No inflammable materials shall be allowed to be stored at the site.
- 1.8 In the event of any restriction being imposed by the security agency or any other authority having jurisdiction in the area on the working or movement of Sweepers/material, the contractor shall strictly follow such restrictions and nothing extra shall be payable to the contractor on this account.
- 1.9 General Security restriction is given as under :
 - a)The movement of vehicles, if necessary, shall be regulated in accordance with rules and regulations as approved by the competent authority.
 - b)The contractor shall inform in advance the vehicle's registration numbers and ownerships of the vehicles. Names and address of drivers for necessary action by the security agency.
 - c)Worker huts/stay of workmen will not be allowed in the Court premises.

d)The worker's name and addresses who are working in the Court premises shall be furnished for security verification.

e)After certification of antecedent identity cards will be issued to them by the contractor under the seal of the Registrar of this court. The cost of identity cards would be borne by the contractor.

f)As and when there will be security requirements certain additional restrictions can be imposed as per the requirement of the situation.

g)The contractor shall be responsible for the behavior and conduct of his workers. No worker with doubtful integrity or having a bad record shall be engaged by the contractors. The contractor shall replace any errant staff at the instant of the Registrar, District and Sessions Court, Latur, if such occasion arises.

- 1.10 No payment shall be made for any damage caused to the materials and equipments by rain, flood or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the Govt. Property and work for which the payment has been advance to him under the contract and he shall make good the same at his risk and cost.

SECTION –VI: SCOPE OF WORK (SOW)

- 1 Scope of work for Manual & mechanised cleaning of All Court Halls & Offices, Open Space, Toilets, Corridors, Staircases, Building Open area, entire Building premises, etc. of District and Sessions Court, Latur. Total built-up area admeasuring 8,155 sq.mt. and total open space admeasuring 13,353 Sq.mt. (i.e. SIX BUILDINGS, ground floor + 2 floors including 60 toilets).

1.1 Scope of Work and Technical information.

Sr. No.	Area	Scope of work	Frequency	Equipment Required
1	Floor Cleaning	Sweeping	Daily	Cleaning material and equipment be used which ensure quality work.
2	Floor Cleaning	Scrubbing Drying	Daily	Cleaning material and equipment be used which ensure quality work.
3	Sidewall and Partition cleaning	Wiping	Weekly	Manual Telescopic pole Mop
4	Water Cooler and pedestal	Washing wiping	Daily	Cleaning material and equipment be used which ensure quality work.
5	Glass cleaning (Window and Door)	Wet/Dry Wiping	Weekly	Glass Cleaning kit
6	Staircase Railing	Wet/Dry Wiping	Daily	Sponge kit/Cotton Duster
7	Corridor Electric Panels	Dusting	Weekly	Cotton Duster
8	Tube lights, fans and Electric bulb	Dusting	Fortnightly	Sponge kit/Cotton Duster
9	Fire equipment	Dusting/ wiping	Weekly	Sponge kit/Cotton Duster
10	Ceiling	Dusting	Monthly	Manual Telescopic Pole Mop
11	Notice boards	Wet/Dry Wiping	Weekly	Glass cleaning kit and Sponge kit, Cotton Duster
12	Railing, handles and locks & bolts of doors and windows	Wiping	Monthly	Sponge kit/Cotton Duster
13	Visible cables	Dusting	Monthly	Cotton Duster
14	Pillers/Staircase/Corridors Passages stain removal	Wet/Dry Wiping	Daily	Manual/biodegradable chemicals
15	Chajjas/Window panel	Wiping stain Removal	Fortnightly	Manual/biodegradable chemicals
16	Staircase, Lobby, Corridors and Passage	Collection of garbage	Daily	Manual with help of trolleys.
17	CCTV Camera's	Wet/Dry Wiping	Weekly	Manual with help of trolleys.

2. Scope of work for manual & mechanised cleaning (Building surrounding open area and Parking) of District and Sessions Court, Latur.

2.1 Scope of Work and Technical information.

Sr. No.	Area	Scope of work	Frequency	Equipment Required
1	Parking Area and open space	Sweeping	Daily	Manual activity
		Washing	Weekly	Manual activity
2	Compound Wall	Cleaning/Washing	Monthly	Manual activity
		Removal of irrelevant posters/ stickers/ written printed scripts	As required	Manual activity
3	Area Maintenance	Removal of shredded leaves, Depositions, debris including garden, etc.	As Required	Manual activity
4	Outside wall Cleaning	Stain Removal/ Wiping	Monthly	Manual activity
				Bio-Degradable Chemical
5	The building surrounding the open area and Parking	Collection of Garbage	Daily	Manual with help of trolleys

3. Scope of work for manual & mechanised cleaning at District and Sessions Court Latur.

3.1 Scope of Work and Technical information.

Sr. No.	Area	Scope of work	Equipment Required	Frequency	
				Common Toilets Ladies/Gents	VIP Toilets Ladies/Gent
1	Floor Cleaning	Washing and wiping	Manual activity with cleaning material and equipment be used which ensures quality work.	Every 3 Hours starting at 9.30 am	1 Time within a day
2	Urinals Cleaning	Washing and Wiping	Manual activity with cleaning material and equipment be used which ensure quality work.	Every 3 hours	1 Time within a day
3	Commode Cleaning	Washing	Manual activity with cleaning material and equipment be used which ensures quality work.	Every 3 Hours	1 Time within a day
4	Wash Basin Cleaning	Washing	Manual activity with cleaning material and equipment be used which ensure quality work.	Every 3 Hours	1 Time within a day.
5	Glass (Mirror) Cleaning	Wiping	Glass cleaning kit	Every 3 Hours	1 Time within a day
6	Sidewall and partition cleaning	Washing	Manual activity with cleaning material and equipment be used which ensure quality work	Daily	Daily
7	Door Cleaning	Wet/Dry wiping	Wet/Dry Stock	Daily	Daily
			Mop		
8	Window Glass	Wet/Dry wiping	Glass Cleaning kit	Daily	2 times in a week
	Cleaning				
9	Tube light, Fan,	Dusting	Dry Wiping with sponge/cotton Duster	Weekly	2 times in a week
	Exhaust Fan				
	Cleaning				

10	Sidewall (above man height)	Wet/Dry wiping	Stick Mop Wet/Dry	Weekly	Weekly
11	Waste Disposal	Collectio n/ Disposal	Manual	Every 8 Hours	Every 8 Hours
12	Air Freshener	Spraying	Manual	Every 4 Hours	1 time in a day

Principal District and Sessions Judge,
Latur.

SECTION-VII: DECLARATION OF THE CONTRACTOR (DOC)

Name of work :Manual and mechanised daily cleaning with the material of all Court Halls, Offices, Open Space, Toilets, Corridors, Staircases, surrounding Work Surrounding Building Open area etc. at District and Sessions Court, Latur for Two Years from the date of execution of contract agreement.

Total built up area admeasuring 8,155 sq.mt. and total open space admeasuring 13,353 Sq.mt.(i.e. SIX BUILDINGS, ground floor + 2 floors including 60 toilets).

I/We hereby declare that I/We have inspected the site and get myself/ourselves acquainted with the area of work and also have made myself/ourselves thoroughly conversant with the local conditions regarding all cleaning materials, equipment, and labour on which I/We have based my/our rates for this tender. The specification and lead, of this work have been carefully studied and understood by me/us before submitting this tender. I/We undertake to use only the best cleaning materials approved by the District and Sessions Court, Latur or his duly authorized assistant during the execution of the work and abide by his decisions. I/We hereby further declare that my/our tender is unconditional in every manner of whatsoever nature.

Signature Contractor

Accepted

Principal District and Sessions Judge
Latur

SECTION-VIII: FORM OF BANK GUARANTEE (FBG)

GUARANTEE BOND FOR SECURITY DEPOSIT
(On stamp paper worth Rupees 100/-)

In consideration of the Principal District and Sessions Judge Latur (hereinafter referred to as “the Head of the Department”) having agreed to exempt..... (herein after referred to as “the contractor”) from depositing with the Government in cash the sum of Rs..... (Rupees.....only) being the amount of Security Deposit payable by the Contractor to the Government under the terms and conditions of the Agreement dated theday of..... and made between the Head of the Department of the one part, and the Contractor of the other part (hereinafter referred to as “the said Agreement”) for..... as security for due observance and performance by the Contractor of the terms and conditions of the said Agreement, on the Contractor furnishing to the Government a Guarantee in the prescribed form of a Scheduled Bank of India being in fact those presents in the like sum of Rs.....(Rupees.....only).We..... Bank/limited registered in India under.....Act and having one of our Local Head Office at do hereby:

1. Guarantee to the Head of the Department:
 - a) Due performance and observance by the Contractor of Terms, covenants, and conditions on the part of the Contractor contained in the said Agreement and
 - b) Due and punctual payment by the Contractor to the Government of all sums of money, losses, damages, costs, charges, penalties and expenses payable to the Government by the Contractor under or in respect of the said Agreement.
2. Undertake to pay to the Government on demand and without demur and notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding filed in any court of Tribunal relating thereto the said sum of Rs.....(Rupees.....only) or such lesser sum as may demand by the Government from us our liability hereunder being absolute and unequivocal and agree that.
3.
 - (a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said Agreement and that the same will continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement has been duly paid and its claims satisfied or discharged and till the Government certifies that the terms and conditions of the said Agreement have been fully properly carried out by the Contractor.
 - (b) We shall not be discharged or released from the liability under this Guarantee by reasons of

- i) Any change in the constitution of the Bank or the Contractor. or
 - ii) Any agreement entered into between the Government and the contractor with or without our consent.
 - iii) Any forbearance or indulgence shown to the Contractor.
 - iv) Any variation in the terms, covenants or conditions contained in the said Agreement.
 - v) Any other conditions or circumstances under which, in law a surety would be discharged.
- (c) Our liability hereunder shall be joint and several with that of the Contractor as if we were the Principal debtors in respect of the said sum of Rs..... Rupees..... only) and
- (d) We shall not revoke this guarantee during its currency except with the previous consent in writing of the Government.

IN WITNESS WHERE OF the Common Seal ofhas been Hereunto affixed this day Of.....20..... The Common Seal of..... was pursuant To the resolution of the Board of Directors Of the Company dated the..... Day Of..... herein affixed in the Presence of.....who, in token Thereof, have hereto set their respective Hands in the presence of:

1.....

SPECIMEN FORM OF TERM DEPOSIT RECEIPT TO BE ATTACHED ALONG WITH
THE TENDER AS EARNEST MONEY.

Deposit No.: State/Reserve Bank of India

TERM DEPOSIT RECEIPT

Rs.

Received from.....
.....the sum of Rupees.....
..... which is placed to his/her credit with the
State/Reserve Bank of India as Term Deposit Receipt for a period of two years
in the name of the District and Sessions Judge, Latur.

No.: For State/Reserve Bank of India

Dated Signature

NOT TRANSFERABLE

Principal District and Sessions Judge
Latur

Signature contractor

SECTION -IX: ANNEXURE OF AREA AND MAN POWER

ANEXURE-1

Total built up area admeasuring 8,155 sqmt and total open space admeasuring 13,353Sq.Mt. (i.e. SIX BUILDINGS,ground floor + 2 floors including 60 toilets).

Sr.No.	Description	District and Sessions court Latur	
1	Area surrounding (Outside) the Building	Total Area in Sq. Mtr.	Total Area in Sq. ft.
2	The area inside the building i.e. Passages, Corridors, and Staircases, etc. Floorwise	Manual & Mechanised daily cleaning with material of All Court Halls & Offices, open space, Toilets, Corridors, Staircases, Building Open area, entire Building premises etc. at court complex District and Sessions Court, Latur, for Two years from the date of execution of contract agreement. TOTAL BUILT-UP AREA ADMEASURING 8155 Sq.mt., AND TOTAL OPEN SPACE ADMESURING 13353 Sq.mt.(SIX BUILDINGS i.e Gr. + 2 FLOORS INCLUDING 60 TOILETS). and as per PWD measurement sheets	
3	Ground Floor		
4	1 st Floor		
5	2 nd Floor		
6	Toilets		

SECTION-X: APPLICABLE GOVERNMENT RESOLUTIONS

[See attachments]

Referred the Section –I (4.1) (4.2)

SECTION-XI: TENDER SCHEDULE

1.	Tender publishing date	16 . 07 . 2019	10:30 hrs
2.	Document download start date	16 . 07 . 2019	10:30 hrs
3.	Document download end date	30 . 07 . 2019	17:30 hrs
4.	Pre-bid meeting/conference date	24 . 07 . 2019	17:30 hrs
5.	Bid submission start date	16 . 07 . 2019	10:30 hrs
6.	Bid submission closing date	30 . 07 . 2019	17:30 hrs
7.	Technical bid (Envelope No.B-1) Opening date	31 . 07 . 2019	17:40 hrs
8.	Bid (Envelope No.B-2) Opening date	03 . 08 . 2019	17:40 hrs

Note: Any changes in bid opening date and time of will be communicated by email/SMS or by suitable mode of communication.

SECTION-XII: TENDER FORM (SPECIMEN) [see Section-I (5)]

जिल्हा व सत्र न्यायालय, लातूर.

email: mahlatdc@mhstate.nic.in.

फोन नं. ०२३८२ २४३५४४.

कामाचे नाव

:जिल्हा व सत्र न्यायालय, लातूर येथील सर्व न्यायालय व कार्यालय,मोकळी जागा,व्हरांडे, प्रसाधनगृहे, जिने आणि इमारती भोवतालचा परिसर इत्यादीची **दोन वर्षाकरिता बाहय यंत्रणेद्वारे** मानवी पध्दतीने साधन सामुग्रीसहीत दैनंदिन साफसफाई करणे.

निविदा क्रमांक

:डिसीएल/ई-निविदा/साफसफाई/२०१९-२०/०१

कंत्राटदाराच्या संस्थेचे/कंपनीचे नाव :

कंत्राटदाराच्या संस्थेचा/कंपनीचा संपूर्ण पत्ता :

कंत्राटदाराच्या संस्थेचा/कंपनीचा संपर्क दूरध्वनी :

कंत्राटदाराच्या संस्थेचा/कंपनीचा नोंदणी क्रमांक :

कंत्राटदाराच्या संस्थेचा/कंपनीचा सेवा कर क्रमांक:

प्रपत्र :- १

अ.क्र.	कामाचे स्वरूप	नेमणूक करण्यात येणारी कर्मचारी संख्या	मागणी केलेल्या पदासाठी कंत्राटी सेवा पुरवण्यासाठी कंत्राटदाराने मागणी केलेली एकूण रक्कम (वार्षिक खर्च)	साधनसामुग्री खर्च (असल्यास रुपये) (वार्षिक खर्च)	सेवा कर (वार्षिक खर्च)	एकूण रक्कम (रुपये) (स्तंभ) ४+५+६	एकूण रक्कम (रुपये) अक्षरी
१	२	३	४	५	६	७	८
१	सफाई कामगार						
२	सफाई साहित्य						
	एकूण						

निविदेची दोन वर्षासाठी होणारी एकूण रक्कम रुपये/— (अक्षरी रु.....)

(कंत्राटदाराचे नाव, सही, शिक्का, दिनांक)

अ) स्तंभ क्र.३ ते ८ मधील माहिती कंत्राटदाराने भरावयाची आहे.