

OFFICE OF DISTRICT JUDGE GAJAPATI AT PARLAKHEMUNDI

Tender Notice No. 01/DC/GJP Dated 06-07-2024

**TENDER FOR PROVIDING UP-KEEPING, CLEANING &
MAINTENANCE AND ELECTRICAL SERVICES IN THE DISTRICT AND
TALUK COURT COMPLEXES.**

1. District Court Complex at Paralakhemundi, (PROJECT-1)
2. Civil Court Complex at R.Udayagiri, (PROJECT-2)
3. Civil Court at Mohana, (PROJECT-3)
4. Gram Nyayalaya at Kashinagar, (PROJECT-4)

TENDER NOTICE

Bid Reference No.01/DC/GJP

Dated 06th July, 2024.

Bids in sealed cover are invited under two-bid system from reputed and experienced manpower service provider for up keeping, cleaning & maintenance and electrical services for offices & Court complexes at Paralakhemundi, R. Udayagiri, Mohana & Kashinagar. The details of the bidding process are as follows:

Sl. No	Bidding Schedule	Deadline
1	Date of Issue	06-07-2024
2	Bid Due Date and Time	18-07-2024
3	Opening of Technical Bid	19-07-2024
4	Opening and Financial Bid	22-07-2024

Bidders are required to submit the technical and financial bids separately. The bids in sealed Cover-I containing “**Technical Bid**” and sealed Cover-II containing “**Financial Bid**” should be placed in a third sealed cover super-scribed “Bid for Outsourcing of Agency for up keeping, cleaning & maintenance and electrical services” must reach the undersigned on or before **18-07-2024** by ***Speed Post/Registered Post/ Courier*** only.

The bid documents containing eligibility criteria, scope of the work, terms and conditions of the tender and draft agreement can be downloaded from the website www.districts.ecourts.gov.in/gajapati

Complete address for submission of bid

Office of the Registrar, Civil Courts,
Gajapati, Paralakhemundi, PIN-761201.

Sd/-
**District Judge,
Gajapati.**

Document Control Sheet

Sl. No.	Items	Details
1	Tender Reference No.	DC 01/2024 Dated:06-07-2024
2	Name of the Organization	District Court Gajapati at Paralakhemundi
3	Tender Type (Open/Limited/EOI/Auction/Single)	Open
4	Tender Category (Services/Goods/Works)	Services
5	Type of Contract(Work/ Supply/Auction/ Service/ Buy /Empanelment/ Sell)	Service
6	Scope of Work	Provide up-keeping, Cleaning & Maintenance and Electrical Services in the District and Taluk Court Complexes of the Judgeship of Gajapati.
7	Location of Work	1. District Court Complex at Paralakhemundi, (PROJECT-1) 2. Civil Court Complex at R.Udayagiri, (PROJECT-2) 3. Civil Court at Mohana, (PROJECT-3) 4. Gram Nyayalaya at Kashinagar, (PROJECT-4)
8	Re-Bid submission allowed (Yes/No)	No
9	Is Offline submission of Bid allowed (Yes /No)	No
10	Withdrawal Allowed	Yes
11	Is Multicurrency Allowed (Yes/No)	No (Only INR)
12	Payment Mode	Offline
13	No. of Covers/Packets (Technical and Financial)	2
14	Bid Processing Fees (Rs.10,000/-)	(Non-refundable) to be submitted in shape of Demand Draft drawn on Public Sector /Nationalised Bank or scheduled Bank empaneled by Government in Finance Department for taking up Government transitions in favour of Registrar, Civil Court, Paralakhemundi on behalf of District Judge, Paralakhemundi.
15	Earnest Money Deposit	EMD (Refundable against finalization of contract) to be submitted in shape of Demand Draft drawn on Public Sector /Nationalised Bank or scheduled Bank empaneled by Government in Finance Department for taking up Government transitions in favour of Registrar, Civil Court, Paralakhemundi on behalf of District Judge, Paralakhemundi.
16	Bid Validity Days (180/120/90/60/30)	90
17	Date of Issue of the Tender	06-07-2024
18	Bid due date and time	18-07-2024 at 04.00 PM
19	Opening of Technical Bid	19-07-2024 at 04.00 PM
20	Opening of Financial Bid	22-07-2024 at 04.00 PM
21	Last Date for submission of Bid Processing Fees & EMD	18-07-2024 at 04.00 PM
22	Address for Communication	Office of the Registrar, Civil Courts, Gajapati at Paralakhemundi, Pin-761200, District Gajapati.

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INSTRUCTION TO BIDDERS FOR BID SUBMISSION

District Judge, Gajapati at Paralakhemundi invites bid for PROVIDING UP-KEEPING, CLEANING & MAINTENANCE AND ELECTRICAL SERVICE IN THE DISTRICT AND TALUK COURT COMPLEXES OF THE JUDGESHIP OF GAJAPATI. The tender document is available in the District Court Website i.e. www.districts.ecourts.gov.in/gajapati. The interested Bidders are required to submit hard copies of their bids in tender box or can sent through registered post to Office of the Registrar, Civil Courts, Gajapati at Paralakhemundi, District Gajapati, Pin-761200 before due date. Bidders are allowed to visit the Project sites with prior permission of the Registrar Civil Courts, Gajapati at Paralakhemundi during Office hours. Tender received at our end after due date will not be considered for evaluation. Delay occurred due to any circumstances will be at bidders risk.

PREPARATION OF BIDS:-

- 1) Please go through the Tender advertisement and the Tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 2) Bidder(s), in advance, should get ready with the bid documents to be submitted as indicated in the Tender document / schedule and seal the techno commercial and price bid in two different envelopes and to be sealed inside one main envelope marked with tender No and due date of opening
- 3) Bidders should take into account any corrigendum published time to time.

SUBMISSION OF BIDS:-

- 1) Bidder should drop the fully prepared tender document at our drop box after entry in specified register or can send the same through regd. Post on or before the bid submission time. Bidders will be responsible for any delay due to other issues.

- 2) The bidder has to sign and stamp on every page and on the required fields of the bid documents one by one as indicated in the Tender document.
- 3) Bidders have to enclose the EMD as applicable in shape of demand draft in techno commercial bid envelope and enter details on the overleaf as the same DD has to be returned to both successful and un-successful bidders for cancellation and credit to the originating account.
- 4) A standard BoQ format has been provided with the Tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to fill the BoQ file, complete the cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should stamp and ink sign it and seal it in an envelope marked PRICE BID. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 5) The sealed tenders will be opened by duly constituted committee of the District Court and further handed over to competent authority for techno-commercial evaluation. The financial bid of the successful bids passed through the Technical Evaluation Committee (TEC) only be considered for further financial evaluation.

ASSISTANCE TO BIDDERS :-

Any queries relating to the Tender document and the terms and conditions contained therein should be addressed to Office of the Registrar, Civil Courts, Gajapati at Paralakhemundi, District Gajapati. Pin-761200 or through eMail:- dj.gajapati-od@gov.in.

1. INTRODUCTION

Office of District Judge, Gajapati at Paralakhemundi, invites bids in two covers bid format (Technical & Financial) from professionally competent service agencies who can provide sufficient number of trained personnel for PROVIDING UP-KEEPING, CLEANING & MAINTENANCE AND ELECTRICAL SERVICE IN THE DISTRICT AND TALUK COURT COMPLEXES OF THE JUDGESHIP OF GAJAPATI.

After technical evaluation of the bids, a comparative chart will be prepared showing the name(s) of the eligible bidder(s) and their quoted price for the tendered service.

The tender document is available in the official website of the District Court i.e. www.districts.ecourts.gov.in/gajapati for reference. The tender must be submitted at office of the Registrar, Civil Courts, Gajapati at Paralakhemundi before due date.

Office of District Judge, Gajapati at Paralakhemundi, reserves the right to reject or accept the bid wholly or in part without assigning any reason thereof.

2. NATURE OF WORK

Providing sufficient number of trained staff for up-keeping, Cleaning & Maintenance and Electrical Services in the District and Taluk Court Complexes of the Judgeship of Gajapati at Office of District Judge, Gajapati at Paralakhemundi, as per the Technical criteria specified in para 11 of this Tender Document.

3. PLACE OF WORK

The Tendered service for sufficient number of trained staff for up-keeping, Cleaning & Maintenance and Electrical Services in the District and Taluk Court Complexes of the Judgeship of Gajapati are to be engaged at the Campus of the specified Projects of the Judgeship i.e. 1. District Court Complex at Paralakhemundi, (PROJECT-1), 2. Civil Court Complex at R.Udayagiri, (PROJECT-2), 3. Civil Court at Mohana, (PROJECT-3) & 4.Gram Nyayalaya at Kashinagar, (PROJECT-4).

4. BIDDER/ BID DETAILS VIS-A-VIS ELIGIBILITY CRITERIA

a. The bidders must submit the declaration in their letter head as per “Annexure-I:

Self Declaration Form”.

- b. Bidder/Bid Details are to be given in “Annexure-II:”
- c. Supporting document(s) must be submitted for each statement furnished in Annexure-II.
- d. Relevant portions in the documents submitted under Annexure-II mentioned above, shall be highlighted and all pages of the bid document should be serially numbered.
- e. If the bid is not accompanied by all the above-mentioned documents, the same would be summarily rejected.
- f. Undertaking for subsequent submission of any of the above document will not be entertained under any circumstances. However, the Office of District Judge, Gajapati at Paralakhemundi, reserves the right to seek fresh set of documents or seek clarifications on the already submitted documents.
- g. Office of District Judge, Gajapati at Paralakhemundi, reserves the rights to seek from any bidder, submission of any additional documents / information to make assessment of the bidder’s profile and/or to inquire the correctness of any statement made by any bidder in its bid.

5. BID PROCESSING FEES

The bidders submitting bids for providing up-keeping, Cleaning & Maintenance and Electrical Services in the District and Taluk Court Complexes of the Judgeship of Gajapati are required to submit a non-refundable ***Bid Processing Fees of Rs.10,000/- (Rupees ten thousand)*** only in the form of Demand Draft drawn on any Public Sector/ Nationalised Bank or scheduled Bank empaneled by Government in Finance Department for taking up Government transactions located in India in favour of Registrar, Civil Court, Paralakhemundi on behalf of District Judge, Paralakhemundi” payable at Paralakhemundi as per “Annexure-V: Bid Processing Fees”.

6. EARNEST MONEY DEPOSIT:-

- a. Earnest Money Deposit (EMD) should be submitted as per “Annexure - VI” by Offline mode and to be enclosed in Techno commercial bid.
- b. Earnest Money Deposit (EMD) of the specified amount must be submitted in

shape of Demand Draft drawn on Public Sector / Nationalised Bank or scheduled Bank empaneled by Government in Finance Department for taking up Government transitions in favour of the “Registrar, Civil Courts, Gajapati at Paralakhemundi” payable at Paralakhemundi.

Sl. No.	Service	EMD Amount
1	Up-keeping, Cleaning & Maintenance and Electrical Services in the District and Taluk Court Complexes of the Judgeship of Gajapati	Rs.1,50,000/-

c. The Earnest Money Deposit (EMD), without any interest accrued will be refunded as follows:

- i. A bidder who is not successful may, after one month of award of work order to the successful bidder, send an authorized representative with Letter of Authorization in Firm/Company’s Letter Head and proper identity proof to collect the EMD Demand Draft.
- ii. In the case of bidder whose bid is accepted for award of the contract, EMD will be refunded on receipt of Performance Security in shape of Bank Guarantee/ Pledged fixed deposit receipt in original from any nationalized bank.

7. PAYMENT TERMS

The payment shall be on monthly basis made on submission of the bills (In triplicate) after the satisfactory completion of the work assigned, at approved rates after deducting penalties & Statutory Dues, if any. No advance payment will be made. Income Tax will be deducted at source under Section-194-C of Income Tax Act against the gross payments made to the service provider on the basis of income comprised therein. Any other deduction at source shall be made as and when directed as per the Government instructions. The firm shall submit statement alongwith the bills of the materials procured and utilized for performing the up-keeping, Cleaning & Maintenance and Electrical Services along with the monthly bills. The dates on which pest, rodent, mosquito, termite control, Outer wall, Glass

and ACP cleaning etc. were undertaken by the firm are also to be mentioned in the monthly bill. Settlement of claims shall be made either in full or part subject to completion of the required assignment, item wise, to the satisfaction of the District Judge, Gajapati at Paralakhemundi.

8. TECHNICAL BID

- a. Technical Bid is to be provided in a separate sheet in the format mentioned in Annexure-II.
- b. Time Schedule is given in "DOCUMENT CONTROL SHEET" at Page-2 of this Tender Document.
- c. Bid Submission Process:-
 - I. Bids are to be submitted as per "Annexure-VIII: Document Formats for Bid Submission".
 - II. Tender bid must contain the name, office and addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures.
 - III. Un-Signed, Un-Stamped bid shall not be accepted.
 - IV. All pages of the bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents.
 - V. Bids not submitted as per the specified format and nomenclature will be rejected outrightly.
 - VI. Ambiguous bids will be out rightly rejected.
 - VII. The Office of District Judge, Gajapati at Paralakhemundi will NOT be responsible for any delay on the part of the bidder in obtaining the terms and conditions of the tender notice or submission of the Tender Bids.
 - VIII. The offers submitted by Telegram / Fax / E-mail etc. shall NOT be considered. No correspondence will be entertained on this matter.
 - IX. Any alteration / overwriting / cutting in the bid should be duly counter signed, else, it will be out rightly rejected.
 - X. Conditional tenders shall NOT be accepted on any ground and shall be rejected

straightway.

XI. Bids not quoted as per the format given in the BoQ will be rejected straightway.

9. FINANCIAL BID

- a) The Financial Bid should be submitted in the format as per the BoQ (Annexure-III) format in separate Sheet provided with the tender. Financial Bids should not contain any conditions.
- b) All the prices quoted shall be in Indian Rupees. The firm shall not make any request for price escalation during subsistence of the contract, whereas changes if any occur due to Govt. policy and notifications will be entertained and contract will be amended as per rule against submission of copy of such notification.
- c) Price should be quoted in accordance to the BoQ in the tender document.
- d) After technical evaluation of the bids, a comparative chart will be prepared showing the name(s) of the bidder(s) and the price quoted by them for the tendered item. After arriving at the L1 Price (Lowest price), the order would be placed with the bidder who has quoted the L1 price.
- e) The item wise Price quoted by the bidder should be exclusive of GST (Goods and Service Tax) or as per the requirements of the BoQ.

10. GENERAL TERMS & CONDITIONS

- 1 The bidder shall invariably ensure the time bound movement related to manpower maintaining required confidentiality.
- 2 The bidder should take care that no column in the Technical as well as Financial Bid is left blank which would make the tender liable for rejection. In case any column has to be left blank, it should be filled as "NOT APPLICABLE".
- 3 Any act on the part of the bidder to influence anybody in the Office of the District Judge, Gajapati, Paralakhemundi will entail rejection of the tender.
- 4 The successful bidder shall have to deposit a performance security by way of a Bank Guarantee/ Pledged fix deposit receipt from any nationalized bank amounting to the 10% of total bid value in the name of "Registrar, Civil Courts, Gajapati at

- Paralakhemundi” payable at Paralakhemundi within one month of award of tender. The amount so deposited will carry no interest and the same is refundable after expiry of the contract period, subject to performance of the up-keeping, cleaning & maintenance and electrical service work to the satisfaction of the Office.
- 5 Tenders not conforming to the requirements of the “Registrar, Civil Courts, Gajapati at Paralakhemundi” will be rejected and no correspondence there of shall be entertained, whatsoever.
 - 6 Any person who is in Govt. service or an employee of this Office of District Judge, Gajapati at Paralakhemundi should not be made partner to the contract by the Bidder directly or indirectly, in any manner whatsoever.
 - 7 The Bidder shall indemnify the “Registrar, Civil Courts, Gajapati at Paralakhemundi” against all other damages/ charges and expenses for which the “Registrar, Civil Courts, Gajapati at Paralakhemundi” may not be held liable or may not have to pay on account of the negligence of the Bidder or his staff or any person under his control whether in respect of accident, injury to the person or damage to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The Office of District Judge, Gajapati at Paralakhemundi shall not be responsible financially or otherwise for any injury to the person deployed by the Bidder during the course of performing duties. The antecedents of the employees must be verified by the bidder.
 - 8 The rate contract is for one year and the Office of District Judge, Gajapati at Paralakhemundi reserves the right to extend the validity of contract on mutual consent on the same rates and terms & conditions for a maximum of two more years, one year at a time, upon the satisfactory functioning of the Bidder.
 - 9 It should be ensured that the up keeping, cleaning & maintenance and electrical services staff deployed in the project sites possess good physique, vision, and are of good antecedents duly verified by the police.
 - 10 All the up-keeping, cleaning & maintenance staff and Supervisor should carry/ affix the badge, showing their photographs. The bidder shall not deploy/ remove any personnel without informing the authorized person of the Office of District Judge,

Gajapati at Paralakhemundi.

- 11 The Bidder shall not employ any person who has not completed Eighteen years of age. The Bidder shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, Provident Funds, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable by the Bidder, there will not be any liability on the Office of District Judge, Gajapati at Paralakhemundi.
- 12 The Office of District Judge, Gajapati at Paralakhemundi will be under no legal obligation to provide employment to any of the personnel of the Bidder during / after expiry of agreement period and the Office of District Judge, Gajapati at Paralakhemundi recognizes no employer-employee relationship between the Office of District Judge, Gajapati at Paralakhemundi and the personnel deployed by the Bidder/agency.
- 13 The Office of District Judge, Gajapati at Paralakhemundi shall have the right to ask for removal of any personnel engaged by the agency, who is not found to be competent, disciplined and orderly in discharge of his duties.
- 14 Payment of salary to the staff by the agency should be made through Cheque/ ECS and monthly bank statement shall be furnished by the firm.
- 15 The Agency/ Firm shall submit the details of the cleaning and maintenance Personnel deployed in the campus of Office of District Judge, Gajapati at Paralakhemundi such as Name, Address, and the police verification about their antecedents.
- 16 The Office of District Judge, Gajapati at Paralakhemundi reserves the right to change any cleaning and maintenance personnel anytime without assigning any reason and the agency is bound to provide the substitute within 24 hours.
- 17 The District Judge, Gajapati at Paralakhemundi reserves the right to terminate the contract without assigning any reason by giving a notice to the Bidder at any point of time during any of the years of the contract for express violation of the terms of the contract or for other illegal activities etc.

- 18 The Firm/agency shall be responsible for the payment /statutory obligations under labour laws such as EPF, ESI, Gratuity, Leave, Weekly off Days etc. to its personnel. The agency will produce before the Office of District Judge, Gajapati at Paralakhemundi, documentary proof every month, the accounts of contribution of G.S.T, ESI and EPF.
- 19 No person shall be absent from duty without prior intimation and permission of authorized officer of the Office of District Judge, Gajapati at Paralakhemundi and no person shall perform double duty, failing which it shall invite a penalty of Rs.1,000/- on each occasion and habitual offender in this regard shall be removed from the Office. The penalty on this account shall be deducted from the Agency's bill.
- 20 The staff engaged by the Agency shall be available all the time as per their duty roaster and they shall not leave their place of duty without the prior permission of the authorized officer of the Office of District Judge, Gajapati at Paralakhemundi. Adequate supervision will be provided to ensure correct performance of the up keeping, cleaning & maintenance and electrical services in accordance with the prevailing assignment /instruction agreed between the two parties in order to exercise effective control and supervision over the staff deployed by the agency. The supervisory staff will move in their areas of responsibilities.
- 21 All liabilities arising out of accident or death while on duty shall be borne by the Agency.
- 22 After finalization /acceptance of the tender, an agreement will be signed between successful bidder / Out Sourcing Agencies & the Office of District Judge, Gajapati at Paralakhemundi. The terms of the tender document as they appear, will prevail over any claim of the bidder and shall form part of the final agreement.
- 23 The Office of District Judge, Gajapati at Paralakhemundi reserves the right to cancel or reject all or any of the tender without assigning any reason.
- 24 The successful bidder/ Service Provider Agency shall furnish the proof of payment of salary & ESI, EPF of the manpower engaged (copy of account transfer) and copy of monthly ESI & EPF deposit statement along with the monthly bill in

compliance to the Labour Act. After submission of the relevant documents, payment will be released in favour of the successful bidder.

11. DUTIES OF UP KEEPING, CLEANING & MAINTENANCE AND ELECTRICAL SERVICES PERSONNEL:-

1. The services are to be provided every day during the period of contract at the Campus which includes inter alia the Court Hall, Office Chamber, all the Offices, Toilets, surroundings, garden and periphery as mentioned in the Scope of work of each projects.
2. Cleaning, Washing & Dustings etc. are to be carried out daily in mechanized way for which all the materials like brushes, pressure pipe, phenyl, naphthalin balls, dusters, wire buckets, brooms, swabs, flush clean soaps, chemicals etc. apart from Single Disks crubbing machine, Vacuum cleaners, Auto scrubber, water Jet High pressure cleaner, Bag cleaner, Wet and Dry cleaning machine, Road Sweeping (Clean of Dust) will be provided by the bidder but the same should not cause any damage to office affixtures.
3. The use of acid(s) shall be avoided to the maximum.
4. Cleaning and Dusting of Furniture as per appropriate methods to be carried out periodically and also as and when required by the Authority and also to include facilitating basic carpentry and plumbing services in case of emergency situation.
5. The work includes Pest Control, termite control, Mosquito Control , rodent control etc by following appropriate methods and by use of specialized machines, tools, and chemicals (suitable for Residential use).
6. The outer walls of the building including Glass and ACP fittings therein are to Cleaned at least twice in a month, also as and when required by the Authority.
7. Services include cleaning of the outer premises of the Campus, to be under taken on routine basis and also as per instruction of the Authorities, as and when required along with electrical service as and when required by the Office.
8. The agency/ firm will ensure that all the work as detailed in Schedule “A” are to be done to the satisfaction of the authorities of Office of District Judge, Gajapati at Paralakhemundi.

9. The intending agencies are requested to visit the site during any working day to ascertain the proposed work.
10. The agency/firm shall deposit the recurring consumables with Office of District Judge, Gajapati at Paralakhemundi by 10th of every month & a joint stock of it shall be maintained.

12. MANPOWER REQUIREMENT:-

The intending bidders have to quote for the minimum number of personnel they are going to engage each day for the intended Job. The intending bidders are to take in to consideration of the weekly off days and other holidays admissible to the engaged personnel and has to arrange substitute accordingly. Intending Bidders have to ensure the work efficiency of the workers and quality of work in compliance to the requirement. Intending Bidders have to ensure the minimum number of workers as quoted by them are present every day in the site.

13. PENALTIES:-

1. In case any complaint is received attributable to misconduct/ Misbehavior of agency's personnel, a penalty of Rs.1,000/ for each such incidents shall be levied and the same shall be deducted from the agency's bill. Further the concerned agency personnel shall be removed from the systems immediately. In case the agency fails to commence/execute the work stipulated in the agreement or there is un-satisfactory performance or does not meet the statutory requirements of the contract, the Office of District Judge, Gajapati at Paralakhemundi reserves the right to impose the penalty as detailed below:-
2. For not reporting to the duty or late reporting by the Outsourcing Personnel a minimum penalty of Rs. 1000/- will be imposed per default and maximum penalty as decided by the Competent Authority.
3. For misbehavior of the House-keeping Personnel Rs.1000/- will be imposed per default and maximum penalty as decided by the Competent Authority. For not providing substitute service and maintenance Personnel, Rs.2000/- will be imposed per default and maximum penalty as decided by the Competent Authority.

4. For causing damage to the public property: Three times the market value of the damaged property or Rs.5000/- whichever is higher, per default.
5. For instances of mosquito bite use preventive to the control of the mosquitoes.
6. For termite/ rodent infestation: Three times the market value of the damaged property or Rs.5000/- whichever is higher.
7. For breach of any of the conditions of the contract results termination of contract and for feature of Performance Security or a minimum penalty of Rs.5000/- per default as the case may be depending upon the grounds of violation.
8. If up keeping, cleaning & maintenance and electrical services is not up to the satisfaction of the office, a penalty of minor fine of Rs. 1000/- per incident or a major fine of Rs. 5,000/- per incident will be imposed on the agency.
9. The up keeping, cleaning & maintenance and electrical service Personnel engaged by the agency shall be dressed in neat and clean uniform (including proper name badges), failing which it shall invite a penalty of Rs. 1000/- on each occasion and habitual offender in this regard shall be removed from the Office of District Judge, Gajapati at Paralakhemundi. The penalty on this account shall be deducted from the agency's bill.
10. For persistent breach or unsatisfactory services—termination of contract along with forfeiture of performance security and blacklisting.
11. The firm shall engage efficient personnel to supervise the work of up keeping, cleaning & maintenance and electrical services on daily basis.

14. EVALUATION OF TECHNICAL BID

- a) A duly constituted Technical Evaluation Committee (TEC) will evaluate and shortlist the Technical Bids.
- b) For Technical evaluation, bidders may have to ensure the availability of appropriate specialist, along with every type of documentation required, from their organization for interacting with TEC & evaluation team. In case a bidder does not make the required specialist along with proper documentation available, then such defaulting bidder may be taken of the tender evaluation process and the bid may stand rejected.

- c) Only those bidders whose quoted products are recommended by TEC as qualified in Technical Evaluation process; shall be eligible for opening of their financial bids.

15. EVALUATION OF FINANCIAL BID

- a) The Financial Bids of only those Bidders shortlisted from the Technical Bids by TEC will be opened in the presence of their representatives who choose to be present, on a specified date and time to be intimated to the respective Bidders and the same will be evaluated by a duly constituted Finance Evaluation Committee (FEC).
- b) Financial Bids will be evaluated on the basis of base price only for items in "Annexure.II: Technical Bid".
- c) Bidders shall indicate their rates in clear / visible figures as well as in words. In case of a mismatch, the rates written in words will prevail.
- d) After evaluation of the bids, a comparative chart will be prepared showing the name(s) of the bidder(s) and price of the item they have bid for. After arriving at the L1 (Lowest) price, the order would be placed with the bidder who has quoted the L1 price.
- e) Negotiation regarding the price quoted in the Financial Bid may be made with the L1 bidder only.
- f) The Lowest Financial Bid among the bids qualified in the technical round will be selected for this Tender.
- g) No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder. However, the appropriate authority in the office can make any relevant enquiry / seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders may be rejected.

16. PERFORMANCE SECURITY

The selected service provider would submit an unconditional and irrevocable

Performance Bank Guarantee/Pledged fixed deposit receipt of an amount equal to 10% of the bid value (excluding Taxes) in favour of the Registrar Civil Courts, Gajapati at Paralakhemundi Public Sector/ Nationalised Bank or scheduled Bank empanelled by Government in Finance Department for taking up Government transitions located in India within 15 working days from the date of the receipt of the Work Order. The Bank Guarantee should be valid up to 60 days beyond the date of completion of warranty period.

17. TERMINATION ON INSOLVENCY AND OTHER TERMS AND CONDITIONS

- a) The District Judge, Gajapati may at any time terminate the Work Order by giving written notice of two weeks to the Agency, without any compensation to the Agency, if the Agency becomes bankrupt or otherwise insolvent or if is found to have indulged in any corrupt or fraudulent practice.
- b) The District Judge, Gajapati at Paralakhemundi will not be responsible for any misinterpretation or wrong assumption by the vendor, while responding to this tender.

18. FORCE MAJEURE

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the Appropriate Authorities / Chamber of Commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of any such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries/ services under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the District Judge,

Gajapati as to whether the deliveries/services have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the District Judge, Gajapati may at his option, terminate the contract.

19. DEFINITION FOR DEFAULT

Default is said to have occurred-

- a) If the Service Provider Agency fails to accept the Work Order.
- b) If the Service Provider Agency fails to deliver service as stipulated in this tender.
- c) If the Service Provider Agency fails to perform any other obligation(s) under the tender.
- d) If the Service Provider Agency defaults on the first point of above circumstances, its Bid Security (EMD) received will be forfeited.

20. If the Service Provider Agency defaults on 2nd and 3rd of above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from office of the District Judge, Gajapati (or takes longer period in spite of what the office of the District Judge, Gajapati may authorize in writing), the office of the District Judge, Gajapati may terminate the Work Order in whole or in part.

21. ARBITRATION & CONCILIATION:

If any dispute arises out of or in connection with this contract to be commenced in the tender, or in respect of any defined Legal relationship associated therewith or derived there from, the Parties agree to submit that dispute to Arbitration and Conciliation under the Arbitration and Conciliation Act, 1996.

ANNEXURE-1:SELF DECLARATIONFORM

To

Office of The District Judge,
Gajapati at Paralakhemundi

Sub: Your Tender Notice No. , Dated.

Madam/Sir

In reference to the above-mentioned tender for providing up-keeping, Cleaning & Maintenance and Electrical Services in the District and Taluk Court Complexes of the Judgeship of Gajapati and the terms and conditions in the tender document; we hereby submit our proposal alongwith the necessary documents. I/We hereby declare that our company is having unblemished past record and was not under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India or any State Government / PSU in the country of India.

Further, we agree to abide by all the terms and conditions as mentioned in the tender document. We have also noted that Office of District Judge, Gajapati at Paralakhemundi reserves the right to consider/ reject any or all bids without assigning any reason thereof.

Date:

Authorized:

Signatory:

Name:

Designation:

Place:

Phone:

Email:

Company Seal

ANNEXURE-II: BIDDER/BIDDETAILS

Registered Name of the Firm/Company/Service Agency:		
Address of the Registered Office of the Firm / Company/Service Agency:		
Telephone	Phone: Fax:	E-Mail:
1	Contact Details of the Person in the Firm /bidder authorized to make communication with Office of The Registrar Civil Courts, Gajapati at Paralakhemundi.	
2	Name	
	Designation	
	Phone/Mobile No.	
	Fax No.	
	E-Mail ID	
3	Company/Firm Details	
	Type of Company (PSU / Pub. Ltd./Pvt. Ltd./Authorized Business Partner)	

	Company/Firm Registration No. & Date of Registration (Relevant document to be enclosed)	
	Year of Incorporation /establishment (Relevant document to be enclosed)	
	GST Registration number (GST registration Certificate copy to be enclosed)	
	PAN No.(Copy to be enclosed)	
	GST Return for the last assessment year(Copy to be enclosed)	
	IT Return for the last three assessment years(Copy to be enclosed)	
	SAC Code	
	EPF Registration Number:(Copy to be enclosed)	
	ESI Registration Number:(Copy to be enclosed)	
	License Number under Contract Labour Act(Copy of Labour Licence as per Contract Labour (Regulation& Abolition) Act, 1970)	
4	Total turnover of the bidder during the last 3 financial years should be at least Rs.50,00,000/- (As per the Format in Annexure-X) each year.	
5	Self-Declaration of the bidder as to not black listed by any Government Department/ PSU (Annexure-I)	

6	Financials	FY2021-22	FY2022-23	FY2023-24
	i. Profit-Loss Statements			
7	<p>Details of the Government Departments / Public Sector Undertakings where the firm is engaged in Contracts for providing manpower services</p> <p>(The Bidder must have experience of providing manpower provisioning service for the last three consecutive years in any Government Department/Public Sector Undertaking or in reputed private/autonomous organization. Copies of Work/Purchase Orders must be attached.)</p>	Year		
		2021-22		
		2022-23		
		2023-24		
8	Demand Draft details			
	Details of Demand Draft towards Tender Cost (Issuing Bank Name and Place, DD No. and date of DD) –Annexure-V			
	Details of Demand Draft towards EMD (Issuing Bank Name and Place, DD No. And date of DD)- Annexure-VI			
9.	Whether claiming any kind of Exemption from payment of Tender			

	<p>Fee, EMD or performance security?</p> <p>If Yes, then what document(s) has been submitted in support of such claim.</p>	
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Please enclose references towards above criteria in your bid documents mentioning page numbers of the said references in the bid document.

This is to certify that I/we have carefully read the contents of the tender document and fully understood to all the terms and conditions therein and undertake myself/ourselves to abide by the same.

Signature of the Bidder:

Place:

Name of the Signatory:

Date: / /2024

Name of the Firm/agency:

Seal of the Firm/Agency:

FORMATFORTHEFINANCIALBIDASPERBOQ

1. Price in the Financial Bid should be quoted as per the BoQ (Bill of Quantity) available on the tender document and not by any other means.
2. Prices should be quoted in Indian Rupees (INR) and indicated both in figures and words .Figures in words will prevail.
3. Sample of Price Bid format/ BoQ is attached for reference vide separate sheet.

ANNEXURE IV

UNDERTAKING

It is certified that my firm/ agency/ company has never been black listed by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India or Government of Odisha or any other State Government or Public Sector Banks or Local Bodies/ Municipalities and no criminal case is pending against my firm/agency as on .

Place:

Date: / /2024

Signature of the Bidder

Name of the Signatory

Name of the Firm/agency

Seal of the Firm/Agency

ANNEXURE-V

SCOPE OF WORK FOR THE OUT SOURCING AGENCY FOR UP-KEEPING, CLEANING & MAINTENANCE AND ELECTRICAL SERVICES IN THE DISTRICT AND TALUK COURT COMPLEXES OF THE JUDGESHIP OF GAJAPATI.

1. Project No. 01-
District Court Complex, Gajapati at Paralakhemundi.
2. Project No. 02-
Civil Courts Complex at R.Udayagiri
3. Project No. 03-
Civil Court Complex at Mohana
4. Project No. 04-
Gram Nyayalaya at Kashinagar

N.B.:- Details of Scope of work of the above mentioned projects are attached vide separate sheet.

ANNEXURE-VI: BID PROCESSING FEES

Amount of Non-Refundable Bid Processing Fees	10,000/-
Bid Processing Fees of Rs./-submitted or not	
If submitted, Demand Draft No.	
Name of Issuing Bank	
Date of Issue of Demand Draft	

ANNEXURE-VII: EARNEST MONEY DEPOSIT

Amount of Earnest Money Deposit	EMD as per para – 6 of Tender document
Earnest Money Deposit submitted or not	
If submitted, Demand Draft No.	
Name of Issuing Bank	
Date of Issue of Demand Draft	

**ANNEXURE-VIII DOCUMENTS FORMATS FOR BID
SUBMISSION**

Sr. No.	Documents to be submitted	Contents
1	Bid Processing Fees	Photo Copy of Demand Draft
2	Earnest Money Deposit	Demand Draft
3	Eligibility Criteria	The requirements as mentioned in Annexure-III
4	Financial Bid	BoQ

ANNEXURE-IX TURN-OVER CERTIFICATE

Sl.No	Year	Turnover per year in
1.	2021-2022	
2.	2022-2023	
3.	2023-2024	

I, Sri() on behalf of the company/Firm M/s(), having designation(), do hereby undertake that the information furnished by me in this format is accurate and true to the best of my Knowledge.

Name:

Designation:

Address:

Email:

Signature Company seal

Price Bid format (BOQ) to be followed strictly and printed on firm's letter head clearly and to be submitted in separate envelope marked as PRICE BID, with tender ref. No and due date of opening.
 NB: One copy of un-priced bid to be submitted in techno commercial bid for technical evaluation. Un-price bid with final price disclosure in techno commercial bid will be rejected.

Description	Unit	Unit cost (Rs.)	Monthly Charge (Rs.)	Yearly Charge (Rs.)
(A) Monthly component				
1	Wages (for 25 days/month)			
	Highly Skilled labour @ prevailed wage rate..... per day			
	Skilled labour @ prevailed wage rate..... per day			
	Semi-Skilled labour @ prevailed wage rate..... per day			
	Un-Skilled labour @ prevailed wage rate..... per day			
2	EPF @13% (or applicable rate) for the above persons		-NA	
3	ESI @3.25% (or applicable rate) for the above persons		-NA	
4	Monthly charges towards cleaning material		-NA	
5	Management Support charges including Overheads, profits, Supervision, administrative charge etc.		-NA	
(A) Yearly expenditure towards wages, EPF, ESI, cleaning materials & management support charges				
(B) Yearly Component				
6	Uniform, Safety Shoes and Socks/Employee		-NA	
7	Bonus/year/Employee		-NA	
(B) Yearly expenditure towards Protective clothing, Bonus				
Total Yearly expense (A+B)				
Amount in words:				

Terms & conditions

01. Validity: Days
02. Payment: On monthly invoicing
03. Execution: Within 30 Days
04. Taxes and duties: Will be charged extra as applicable.