

District and Sessions Court, Nanded
Railway Station Road, Nanded – 431 601.

TENDER PAPERS FOR :-

Online E-tender for the following work is invited by the Principal District Judge, Nanded (the ‘**COURT**’ for short) at Station Road, Nanded (Phone no. 02462-234 555) from the Registered and Experienced Contractor in appropriate Class.

The name of work, estimated cost, earnest money, security deposit, duration of contract etc. are as under :

NAME OF WORK, WORK PROFILE, COST OF TENDER & TENURE ETC :

To Provide/supply manpower for **02 (Two) posts of Peons** on the establishment of District and Sessions Court, Mukhed, District Nanded, **01 (One) post of Peon** on the establishment of Ext.It. District Judge-1, Nanded (14th Finance), **03 (Three) posts of Sweeper** on the establishment of District Judge.-1, Bhokar, Court of Civil Judge Senior Division, Bhokar, Court of Civil Judge Junior Division, Umri, District Nanded, **02 (Two) Post of Watchman** on the establishment of District Judge.-1, Bhokar District Nanded and on the establishment of Civil Judge Junior Division, Umri District Nanded for the profile more specifically described in SECTION(I) i.e. Detailed Tender Notice (the ‘**DTN**’ for short) with Terms and Conditions.

The work contract will be assigned for Two Years i.e. from ____/____/2026 to ____/____/2028 (Two years from the date of work order).

Estimated Costs : For all the Posts mentioned above

Tentative Rs.32,32,128/- inclusive of G.S.T. and Labour Insurance Charges etc. or prevailing amount as per minimum wages act, for the period of Two years.

District and Sessions Court, Nanded

Railway Station Road, Nanded – 431 601.

Tender no. outsourcing work of Peon, Watchman and Sweeper

01/2026

E-TENDER NOTICE

The District Court, Nanded. invites e-Tenders in the prescribed format for the post of **“Peon, Watchman and Sweeper”** on outsourcing basis for the period of **Two Years** from the Registered and Experienced Contractors in appropriate class as per the specifications mentioned in the e-tender document. The Detail Tender Notice with terms and conditions is available on the websites **<https://mahatenders.gov.in>** and Website of Establishment : **<https://districts.ecourts.gov.in/nanded>**.

The interested bidders may submit their tender offer from the website **<https://mahatenders.gov.in>** from 07/01/2026 at 11.00 hrs. to 21/01/2026 till 17.00 hrs.

In case of difficulty concerning online bid submission, for help contact 24x7 toll free number 1800-3070-2232.

sd/-(Sunil G. Vedpathak)
Principal District Judge, Nanded

Registrar,
District Court, Nanded and
(Nodal Officer)

Dated : 07/01/2026.

जिल्हा व सत्र न्यायालय, नांदेड

रेल्वे स्टेशन रोड, नांदेड ४३१ ६०१

निविदा क्र. ०१/२०२६ बाह्य यंत्रणेद्वारे शिपाई, सफाईगार व पहारेकरीचे काम

ई-निविदा सूचना

संदर्भ क्रमांक :- जिल्हा व सत्र न्यायालय, नांदेड/ई-निविदा/०१/२०२६: न्यायालयाचे नाव :- जिल्हा व सत्र न्यायालय, नांदेड या कार्यालयात 'शिपाई, सफाईगार व पहारेकरीसाठी' विहित नमुन्यात दोन वर्षांच्या कालावधीसाठी दिनांक ___/___/२०२८ पर्यंत (कार्यारंभाच्या दिनांकापासून दोन वर्षांपर्यंत) बाह्य यंत्रणेद्वारे नोंदणीकृत आणि अनुभवी ठेकेदारांकडून विहित नमुन्यात ऑनलाईन ई-निविदा, निविदेतील कागदपत्रांमध्ये विनिर्देशित केल्याप्रमाणे मागवित आहेत. विस्तृत निविदा सूचना व त्यासंबंधीच्या अटी व शर्ती महाराष्ट्र शासनाच्या <https://mahatenders.gov.in> आणि जिल्हा न्यायालयाच्या संकेतस्थळावर उपलब्ध आहेत. इच्छुक ठेकेदारांना आपल्या निविदा दिनांक :- ०७/०१/२०२६ सकाळी ११.०० वा. ते दिनांक २१/०१/२०२६ सायंकाळी ०५.०० पर्यंत <https://mahatenders.gov.in> या संकेतस्थळावर सादर करता येतील. इच्छुक ठेकेदार कामाचे ठिकाण व कामाच्या स्वरूपाची प्रत्यक्ष पाहणी करण्यासाठी, न्यायालय व न्यायाधीकरण यांच्याशी संपर्क साधू शकतील.

ऑनलाईन ई-निविदासंबंधी अधिक माहितीकरिता २४ X ७ उपलब्ध असणाऱ्या १८००-३०७०-२२३२ या टोल फ्री क्रमांकावर संपर्क साधावा.

स्वा/- (सुनिल जी. वेदपाठक)
प्रमुख जिल्हा न्यायाधीश, नांदेड

दिनांक :- ०७/०१/२०२६

स्वा/- प्रबंधक,
जिल्हा न्यायालय, नांदेड आणि
नोडल अधिकारी

1) **DEFINITIONS :**

1. **“Applicable Law”** means the laws, enactments and any other instruments having the force of law in India, as may be issued from time to time.
2. **“COURT/TRIBUNAL”** means the District and Sessions Court, Railway Station Road, Nanded Maharashtra.
3. **“Bank”** or **“Banks”** refers to all Nationalized and scheduled Indian Banks as per the current list of Reserve Bank of India.
4. **“Bidder/Contractor/Tenderer”** connotes the same meaning and includes a Company, a firm or Joint Venture or Consortium which participates in the tender and submits its proposal.
5. **“Contract”** means an agreement entered into between the Authority and the Bidder. As recorded in the Contract Form signed by the parties, including all attachments and all documents incorporated by reference therein.
6. **“Contract Price”** means the price payable to the successful Bidder under the ‘Letter of Award’ for the full and proper performance of its contractual obligations. The Contract Price shall be deemed as “Contract Value” appearing anywhere in the document.
7. **“Court”** means all Courts and Tribunals within the jurisdiction of the High Court of Bombay.
8. **“High Court”** means the High Court of Judicature at Bombay.
9. **“in writing”** means communicated in written form with proof of receipt.
10. **“Kick Off Meeting”** means a meeting convened by the District Court, Nanded to discuss and finalize the work execution plan and

procedures with the successful Bidder.

11. **“Letter of Award”** means a signed letter by the Head of the Establishment to award the work.

12. **“Successful Bidder”** means the Bidder, who, after the complete evaluation process, gets the Letter of Award.

13. **“Outsourced Contractual Staff (OCS)”** means the manpower provided by the bidder pursuant to the work order placed by Court/Tribunal.

**SECTION – I : DETAILED TENDER NOTICE WITH TERMS AND
CONDITION (DTN).**

Online E-tender for the following work is invited by the Principal District and Sessions Judge, Nanded from the Registered and Experienced Contractors in appropriate Class.

The name of work, estimated cost, earnest money, security deposit, duration of contract etc. are as under :

1. Name of Work, Qualification and Work profile :

1.1 Name of Work : Peon, Sweeper and Watchman.

1.2 Qualification :- 1. **For the post of Peon :-** A candidate must have passed minimum 7th Standard examination and having good physique.

2. For the post of Sweeper and Watchman :- A candidate must have passed minimum 4th Standard examination and having good physique

1.3 Work Profile : 1. For the post of Peon - (i) Cleaning the entire office (cleaning up garbage and dust) including furniture and machinery.

- (ii) Binding papers, paper books as well as packing parcels.
- (iii) To Deliver letters/parcels to different departments and offices.
- (iv) Any other work assigned by superiors/officers of concerned District Court.

2. For the post of Sweeper - Work of cleanliness of Court Building, Court area, Judge Chamber and Residence's toilet rooms, Courts toilet rooms and any other work assigned by superiors/officers, etc.

3. For the post of Watchman - To maintain and monitor the security of the court building and its premises, all types of court rooms in the court building, various court departments, all types of government property and goods for 24 hours.

2. **Cost of Each Tender Form : Rs. 5000/-.**
3. **Minimum estimated cost(approximate) of work put to tender for the above posts for 2 years.** Rs. 32,32,128/- inclusive of GST and Labour Insurance Charges for the period of two years.
4. **Earnest Money Deposit** :- Rs.32,321/-
5. **Security Deposit** :- Rs. 96,964/- (3% of Tender amount.)
6. **Opening date of E-Tender** :- 07/01/2026
7. **Pre-Tender Conference Date** :- 15/01/2026 at 11.00 a.m.
8. **Last day up to which online blank tender forms will be issued** :- 21/01/2026 at 05.00 p.m.
9. **Last date for submission of e-tenders** :- 21/01/2026 at 05.00 p.m.
10. **Date and time of opening of the e-tender** :- 22/01/2026 at 17.00 p.m.

Technical bid (Envelope no.1) will be opened online on 22/01/2026 at 17.00 p.m. at District and Sessions Court, Railway Station Road, Nanded.

Time and date of opening of financial bids(Envelope no.2) will be informed to the qualified bidder after verification of technical bids.

11. **Validity Period :-** The offer of the contractor will remain valid for 90 days from the date of opening of Envelope No.2.
12. **Period of Contract :-** Subject to the performance of the tenderer. The period of contract will be of two years (i.e. from ____/____/2026 to ____/____/2028) (The period of contract will be two years from the date of work order).
13. Tender form, instructions to bidder, conditions of contract, scope of work and the contract can be downloaded from <https://mahatenders.gov.in> and tender can be submitted only after making online payment of Rs.5,000/- (Rs. Five Thousand/-) towards Tender form fee and further information regarding the work can be so obtained from the above office. The bidder claiming exemption of Tender Form fees shall submit the exemption certificate online.
14. The detail tender notice and tender form shall also form part and parcel of the contract/agreement and breach of those terms and conditions shall also constitute breach of terms and conditions of the contract/agreement.
15. The bidder, if firm or company shall in their forwarding letter mention the name of the partners/directors of the firm or the company (as the case may be) and the name of the partner/director who holds the power of attorney/resolutions, if any, authorizing him to conduct transactions on behalf of the firm or company.
16. Rights are reserved to revise or amend the contract documents fully or part thereof prior to the date notified for the receipt of tender. Such deviations/ amendments, if any, shall be communicated in the form of corrigendum or by a letter as the case may be considered suitable.
17. Rights are reserved with the District and Sessions Court, Nanded to reject any or all tenders without assigning any reasons thereof.

SECTION-II : INSTRUCTION TO BIDDER (ITB) :

1. EARNEST MONEY DEPOSIT (EMD) :

1.1 Earnest Money as mentioned above at Sr.No.4 under Nature of Work along with the tender should be deposited online.

1.2 The bidder claiming exemption of EMD shall submit valid earnest money exemption certificate (if applicable) from Government of Maharashtra or as per the applicable Government Resolutions regarding exemption from the payment of earnest money.

1.3 Tender of those who do not deposit earnest money in the above terms and conditions shall be summarily rejected.

1.4 The amount of earnest money will be refunded to the unsuccessful tenderer on deciding about the acceptance 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 complete the agreement bond, his earnest money deposit will be forfeited to the Government.

1.5 The amount of earnest money will be forfeited, if the participant tenderer retreats from the tender process at any stage.

2. SECURITY DEPOSIT : The successful bidder shall have to pay 100 % Security Deposit in form of Fixed Deposit Receipt (FDR) of any Nationalized Bank or in form of National Saving Certificate (NSC) for three years, pledged in favour of District and Sessions Court, Nanded or Bank Guarantee(BG) from a Nationalized Bank in the enclosed form and complete the contract documents, failing which his earnest money deposit will be forfeited to the Government.

2.1 All compensation or other sums payable by the contractor under the terms

of this contract or on any account may be deducted from the Security Deposit or from any sums which may be due to him or may 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 Principal District and Sessions Judge, District Court, Nanded make good the deficit.

2.2 There shall be no liability of the District Court, Nanded to pay any interest on the Security Deposit by or recovered from the contractor.

2.3 The Security Deposit shall be refunded after completion of contract period.

3. IMPORTANT POINT TO BE NOTED BY THE TENDERER.

3.1 Relevant provisions of the below mentioned Government Resolutions

१. विधी व न्याय विभाग, शासन निर्णय क्र.: पदनि २५१२/प्रक्र.१५७/का.१२ दिनांक २६/०२/२०१३.
२. वित्त विभाग, शासन निर्णय क्रमांक :- पदनि-२०१३/प्रक्र.११२/१३/वित्तीय सुधारणा दिनांक ०२/१२/२०१३
३. उद्योग, ऊर्जा व कामगार विभाग, शासन निर्णय क्र. : काआआ-२०१३/प्र.क्र. २३३/कामगार-८, दिनांक १८/०६/२०१४.
४. विधी व न्याय विभाग, शासन निर्णय क्र.: पदनि २५१२/प्र.क्र.१५७/का.१२, दिनांक २७/०१/२०१५.
५. विधी व न्याय विभाग, शासन शुध्दीपत्रक क्र. : पदनि २५१२/प्र.क्र.१५७/का.१२, दिनांक ०३/०२/२०१५.
६. विधी व न्याय विभाग, शासन निर्णय क्र.: कंत्राटी २०१६/प्र.क्र.१९४/का.१२, दिनांक २३/०२/२०१७.
७. विधी व न्याय विभाग, शासन निर्णय क्र. : कंत्राटी २०१६/प्र.क्र.१९४/का.१२, दिनांक ०९/०८/२०१७.

And the below mentioned Government circular :

८. वित्त विभाग, शासन परिपत्रक क्रमांक :- पदनि-२०१६/प्रक्र.२९/१६/वित्तीय सुधारणा-१, दिनांक ०२/०८/२०१६.

As well as the Notification/directions/guidelines that will be issued by Government from time to time will be applicable to the Tenderer/Contractor. The aforesaid G.R.s Notification, Circulars are available on official website of Government of Maharashtra (<https://mahatenders.gov.in>). The relevant Government Resolutions are part and parcel of the Contract Agreement.

3.2 The accepted eligible tender shall be forwarded to the Government for Administrative approval and after obtaining the necessary approval from Government and the concerned authorities the tendered work will be awarded to the concerned tenderer/contractor.

3.3 After awarding the tendered work, the Tenderer/Contractor shall execute an agreement with this office and shall bear the cost of Registration and Stamp duty thereof, as per the Government Rules.

3.4 The e-tendering process will be extended and re-processed, as per the prescribed norms as specified in the Gazette, if the facts and circumstances require to do so.

TENDERING PROCEDURE :-

4.1 Tender Forms. (See prescribed format as per Section-XI)

a) Tender Forms in prescribed format (Section-XI) can be downloaded from the e-Tendering portal of Government of Maharashtra i.e. <https://mahatenders.gov.in>. However, tender can be submitted only after making 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, Nanded and this tender shall be unconditional. Conditional tenders will be summarily **REJECTED**.

c) All tenderer are cautioned that tenders with conditions and/or containing any deviation from the contractual terms & conditions, specifications or other requirements will be treated as non-responsive. The contractor should clearly mention in forwarding letter that his/her offer (in Envelope No.1 & 2) does not contain any condition, deviations from terms and conditions stipulated in the tender.

d) Tenderer should have valid Class II/III Digital Signature Certificate (DSC) obtained from any Certifying Authorities.

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

4.3 Pre-tender Conference : A pre-tender conference will be held on 15/01/2026 at 11.00 a.m. at District and Sessions Court, Railway Station Road, Nanded to obtain clarification regarding work and tender conditions.

4.4 The tender shall be online in two parts i.e. (1) Technical Bid (B-1) and (2) Financial Bid (B-2).

On due date of opening only Technical Bid i.e. Envelope ‘B-1’ will be opened online for scrutiny to ascertain the suitability of Tenders for the work. The Financial bid i.e. Envelope B-2, will be opened online only of the tenderer who qualify in Technical Bid.

The Earnest Money Deposits will be refunded to the unsuccessful bidders by way of online transfer after approval of the bid of successful bidders by the Government.

4.5 In the technical bid the price shall not be mentioned.

4.6 Envelope B-1 and Envelope B-2 shall be respectively engrossed in bold letters on the envelope and contain information as under :

a) **Envelope B-1** : Called as “Technical Bid Envelope” shall contain

duly uploaded/scanned copies of the documents as per Section-1(5) mentioned in eligibility criteria and as per decisions and policies framed by the Government from time to time.

b) Envelope B-2 : Called as “Financial Bid” and shall contain the tender form in prescribed format and it shall be duly filled and signed.

4.7 The tenders shall be submitted online as per the procedure prescribed herein above with Index Page and Page numbers.

4.8 Earnest Money shall be deposited by electronic mode of transfer.

4.9 The Principal District and Sessions Judge, District Court, Nanded shall not be responsible for any delay/difficulties/inaccessibility of the downloading facility for any reason whatsoever. No claim shall be entertained in this regard.

4.10 Opening of Technical Bid i.e. B-1 and Financial Bid i.e. B-2: The Tendering Committee/Authority will first open the Technical Bid i.e. B-1 of all Tenders and after scrutinizing their documents will shortlist the Tenders who are eligible for Financial Bidding Process. The shortlisted Tenderer will be intimated by email in respect of the date and time for opening of the Financial Bids and the said process will be online.

In the event of the date specified for receipt and opening of Technical bid and/or Financial Bid being declared as a public holiday for Government of Maharashtra, the due date for submission of bids and opening of bids will be next working day at the same scheduled time. The second envelope clearly marked as ‘Envelope B-2’ shall contain only the main tender as per Section-XI, duly filled in by the contractor.

4.11 The Contractors are strictly advised to follow the dates and times allocated for 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 District and Sessions Court, Nanded, the time schedule of the Tender stages may be extended.

4.12 Acceptance of tender shall solely rest with the Tender Committee and final approval of the Hon'ble Principal District and Sessions Judge, Nanded who reserves the right to accept or reject any or all tenders without assigning any reason therefor. 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 amount deposited towards the EMD will be forfeited to the Government without any reference to the successful bidder/tenderer.

4.13 The Contractor who contravenes with the provisions of the any rule/law in force in India shall be **BLACK LISTED**.

ELIGIBILITY CRITERIA AND TERMS AS TO DOCUMENTS TO BE SUBMITTED BY THE BIDDER :-

Only those Bidders who possess the following eligibility criteria shall apply. The Bidders shall submit documentary proof of eligibility in desired format as detailed in the Tender Schedule. **The bidder is given clear understanding that the documentary proof of eligibility shall be filed /uploaded in following order only i.e. to say that declaration on the bidders letter head that the financially bidder covers of the item of bid declaration aspect filed at serial no. 15 :-**

5.1 Bidder shall have experience and satisfactorily completed the work for providing manpower for the job similar to the job profile of above posts in Central Government/State Government/Central Autonomous Body etc. The bidder should submit work experience certificate for the same. Bidder shall also

submit supporting documents, such as completion certificates in respect of the work orders previously received by them.

5.2 The bidder shall have an experience of providing above post staff for a minimum period of two years.

5.3 Bidder shall submit Solvency Certificate equivalent to 20% of the tender amount from Nationalized Bank or Schedule Bank.

5.4 Bidder shall submit the necessary Registration Certificate of his Company/organization/Firm/Joint Venture/Consortium, as the case may be.

5.5 Bidder shall submit certified copy of Professional Tax Certificate.

5.6 Bidder shall submit certified copy of Registration Certificate under Employees Provident Fund.

5.7 Bidder shall submit Certified copy of Registration Certificate under Employees State Insurance Act.

5.8 Bidder shall submit certified copy of License obtained from Labour Commissioner to Employ Contract Labour under Contract Act.

5.9 Bidder shall submit certified copy of Income Tax PAN Card No. of the bidder with last three years Income Tax returns.

5.10 Bidder shall submit certified copy of Goods and Services Tax (GST) Registration Certificate which should be in the Name of the Bidder.

5.11 The bidder shall submit Shop Act Certificate, if applicable to him.

5.12 The bidder shall submit the receipt of Earnest Money deposited by him online.

5.13 The bidder shall submit the Partnership Deed/Memorandum and Articles of association, as the case may be.

5.14 The bidder shall submit the Power of attorney and in case of Company Resolutions, if any.

5.15 Declaration on the Bidder's Letter head that the financial bid covers all the items of the Bid Document.

5.16 Bidder should bring the original documents at the time of technical bid opening and submit the same for verification, if asked by the Principal District and Sessions Judge, District Court, Nanded.

5.17 If the documents contained in Envelope B-1 do not meet the requirements of District and Sessions Court, Nanded, the Envelope B-2 of concerned Bidder will not be considered for further process.

5.18 The eligible bidders from evaluation of envelope B-1 will be informed about the date and time of the opening of the financial bid envelope through email after the verification and scrutiny of the documents submitted along with technical bid.

5.19 The Financial bid of the shortlisted tenderer, qualified in technical bid shall be opened by the Committee constituted for this purpose. If the content of envelope B-2 is found in consonance with the terms and conditions specified above, the financial bid shall be treated as valid and processed for further evaluation.

5.20 The successful tenderer, on approval of the Government, will be informed by District and Sessions Court, Nanded, 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 Principal District and Session Judge, District Court, Nanded.

5.21 The Earnest Money will be refunded to successful Bidder online by electronic mode of transfer subject to verification that the required Security

Deposit has been paid by the tenderer and contract documents are duly signed and registered.

THE TENDER IS LIABLE FOR OUTRIGHT REJECTION IF ON OPENING OF BID IT IS FOUND THAT

6.1 The bidder has not followed the procedure laid down for the submission of tender strictly.

6.2 The bidder proposed and/or made any alteration/Changes/amendments in the tender documents.

6.3 The bidder fails to provide the requisite documents as per the directions of Principal District and Sessions Judge, District Court, Nanded.

6.4 The bidder has not complied with the G.R. Dated 27th January, 2015.

6.5 The amount of tender submitted by the bidder is found as contravening with the provisions of Minimum Wages act (i.e. Minimum Wages+Special Allowance+E.P.F.+E.S.I.C.+etc).

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

SECTION-III : GENERAL CONDITIONS OF CONTRACT(GCC) :

1. General Conditions :

1.1 All pages and pasted slips should be signed by the bidder.

1.2 Correction in amount (Financial bid) entered in agreement, if any, should be attested by the bidder.

1.3 The bidder shall furnish along-with tender a declaration that before submitting the Tender, he has studied all terms and conditions of the tender, the relevant G.Rs, Circulars etc. and made himself/themselves acquainted with the

terms and conditions of the tender document.

1.4 This detailed tender notice along with Corrigendum/Addendum etc. if any, shall form part of Tender Documents.

1.5 Acceptance of tender will rest with the District and Sessions Court, Nanded who reserves the right to reject any or all tenders without assigning any reason thereof.

1.6 The work is required to be executed in District and Sessions Court, Nanded, which is 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 planned and time bound manner.

1.7 All the applicable taxes will be recovered from the gross amount of bill.

1.8 In case of any lost/theft of the property/record of the Court/Tribunal at the instance of **Peon, Sweeper and Watchmen** provided by bidder, the Bidder will be held responsible for the same.

1.9 In any case the contract shall not be transferable, assigned or sublet to any other person/company etc.

1.10 The relations of the above posts of the Contractor/Tenderer with “Principal District and Sessions Judge, District Court, Nanded” will be of outsourced contractual staff (OCS), and there shall not be a relation of owner and worker.

1.11 Also awarding the work shall not be construed or interpreted as creation of any Agency or Partnership between District and Sessions Court, Nanded and the Contractor. The relationship between them shall be expressly and completely as per the terms and conditions laid down in this tender notice / Tender Document and is not open to any further or other construction or interpretation.

SECTION-IV : CONDITIONS AS TO THE WORK PERFORMANCE
(SCC):

1. The bidder shall work in close coordination with concerned officials of District and Sessions Court, Nanded.
2. The Bidder shall perform his duty in consonance with the rule/law in force in India.
3. Bidder shall pay all the applicable taxes to the relevant authorities.
4. The standard of the Peons, Sweeper, Watchmen shall always be to the satisfaction of the Principal District and Sessions Judge, District Court, Nanded and the concerned officials, whose decision in this regard shall be final and binding on the contractor. In case of default the contractor/tenderer will be held liable to the consequent effects/loss/injury, as the case may be, of the said default.
5. The Services of Peons, Sweeper, Watchmen outsourced at District Court, Nanded can be utilized in any other Taluka Court in Nanded Judicial District as per the requirement and the contractor will not raise any objection for the same. **More particularly the bidder is given clear understanding that the services of aboveposts outsourced shall be utilized at any of the court including Taluka Court functioning in Nanded Judicial District at the sole discretion of the Honourable Principal District Judge, Nanded. The bidder shall clearly agree and undertake of that effect.**
6. The bidder shall at his/her own cost, provide necessary insurance cover, such as policy under Workmen Compensation Act etc. to the manpower provided by him in connection with the aforesaid services to be rendered to the Principal District and Sessions Judge, District Court, Nanded and shall comply with all relevant labour laws [particularly Child (prohibition & regulation) Labour Act, 1986], Minimum Wages Act, during the contract period.

7. In case of breach of any law/rule at the instance of bidder, he shall indemnify the Principal District and Sessions Judge, District Court, Nanded, against all claims or demands, loss, injuries, expenses etc. to which the District Court, Nanded may be party or involved.

8. The Contractor shall ensure that the Peons, Sweeper, Watchmen deployed for execution of contract work should be vaccinated as per Government requirement and they shall adhere to COVID-19 protocol issued by the Government, High Court and Local authorities from time to time.

9. The Contractor shall provide suitable uniform to the Peons, Sweeper, Watchmen as per the instructions of Principal District and Sessions Judge, District Court, Nanded.

10. Termination :

The Principal District and Sessions Judge, District Court, Nanded, reserves rights to terminate the contract by giving a month notice in case of breach on the part of bidder of any obligation under the contract and/or unsatisfactory performance during the contract period.

In the event of the pre-mature termination of the contract by the Principal District and Sessions Judge, District Court, Nanded, for any reason, the contractor shall compensate District Court, Nanded the loss, if any, caused pursuant to default on his part.

11. Arbitration :

All disputes and differences arising out of and in any way touching or concerning the job profiles of Peons, Sweeper, Watchmen and/or pertaining to terms and conditions of this contract shall be referred to the sole arbitrator to be appointed by the Principal District and Sessions Judge, District Court, Nanded. There will be no objection on the part of successful tenderer to any such appointment.

SECTION-V : GENERAL SECURITY INSTRUCTIONS :-

1. Without prior approval of the Principal District and Sessions Judge, Nanded huts/stay of Peons, Sweeper, Watchmen will not be allowed in the District Court, Nanded.
2. The name and address of the Peons, Sweeper, Watchmen who would work in the District Court, Nanded shall be furnished for security verification.
3. After certification of antecedent's identity cards will be issued to them by District Court, Nanded. The cost of identity cards would be borne by the contractor
4. As and when there will be security requirements certain additional restriction shall be imposed as per the requirement of situation.
5. The contractor shall be responsible for behavior and conduct of his manpower. No Peons, Sweeper, Watchmen with doubtful integrity or of having bad record shall be engaged by the contractors.
6. The contractor shall replace any errant Peons, Sweeper, Watchmen, immediately within two days from the directions to that effect by the Principal District and Sessions Judge, District Court, Nanded.

SECTION – VI : DECLARATION OF THE CONTRACTOR (DOC)

I/We hereby declare that I/We has/have gone through the job profile of the Peons, Sweeper, Watchmen and got acquainted with the area of work and also has/have made myself/ourselves thoroughly conversant with the local conditions regarding Scope of Work, on which I/We have based my/our rates for this tender. The specification and lead, lift of this work have been carefully studied and understood by me/us before submitting this tender. I/We undertake to provide only the best human resources as per the requirements and directions of the Principal District and Sessions Judge, District Court, Nanded, or his/her

duly authorized Officer during the contract period.

I/We hereby further declare that my/our tender is unconditional in every manner of whatsoever nature.

Signature & Seal of Contractor

SECTION – VII : 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, District Court, Nanded (here in after referred to as “the Head of the Department”) having agreed to exempt..... (here in after referred to as “the Contractor”) from depositing with the Government in cash the sum of Rs.(Rupees.....) being the amount of Security Deposit payable by the Contractor to the Government under the terms and conditions of the Agreement dated the.....day of/2025 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 Schedule Bank of India being in fact those presents in the like sum of Rs..... (Rs.....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 not withstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding filed in any District Court, Nanded relating thereto the said sum of Rs.....(Rupees.....only) or such lesser sum as may be demanded by the Government from us as 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 have 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 and 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 here under 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
of has been
hereunto affixed this day of
20 The Common Seal of was
pursuant the resolution of the Board of Directors
of the Company dated the day of
2025 herein affixed in the presence of
..... who, in token thereof, have hereto set their
respective hands in the
presence of :

- 1) _____
- 2) _____

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 Principal District and Sessions Judge, District Court, Nanded.

No.	For State/Reserve Bank of India
Dated	Signature
NOT TRANSFERABLE	
Signature Contractor	Principal District and Sessions Judge, District Court, Nanded

SECTION – VIII : APPLICABLE GOVERNMENT RESOLUTIONS :

[see attachments]

Referred the Section – II (3.1) (1 to 8)

SECTION-IX : TENDER SCHEDULE :

Sr.No	Particulars	Dates	Time
1.	Tender publishing date	07/01/2026	11.00 a.m.
2.	Document download start date	07/01/2026	11.00 a.m.
3.	Document download end date	21/01/2026	05.00 p.m.
4.	Pre-bid meeting/conference date	15/01/2026	11.00 a.m.
5.	Bid submission start date	07/01/2026	11.00 a.m.
6.	Bid submission closing date	21/01/2026	05.00 p.m.
7.	Technical bid(Envelope no.B-1) opening date	22/01/2026	17.00 p.m.

SECTION – X : TENDER FORM (SPECIMEN) [See Section-II (4)]

जिल्हा व सत्र न्यायालय, नांदेड

रेल्वे स्टेशन रोड, नांदेड ४३१ ६०१

email : mahnandc@mhstate.nic.in

फोन नं. ०२४६२ २३४ ५५५

Work Name - Peon, Sweeper and Watchman

- a) **Work Profile :** 1. **For the post of Peon -** (i) Cleaning the entire office (cleaning up garbage and dust) including furniture and machinery.
(ii) Binding papers, paper books as well as packing parcels.
(iii) To Deliver letters/parcels to different departments and offices.
(iv) Any other work assigned by superiors/officers of concerned District Court.
2. **For the post of Sweeper -** Work of cleanliness of Court Building, Court area, Judge Chamber and Residence's toilet

rooms, Courts toilet rooms etc.

3. For the post of Watchman - To maintain and monitor the security of the court building and its premises, all types of court rooms in the court building, various court departments, all types of government property and goods for 24 hours.

Any other work assigned by the Head of the Department/Superior Officers of the Establishment.

निविदा क्रमांक :-
कंत्राटदाराच्या संस्थेचे/कंपनीचे नाव :-
कंत्राटदाराच्या संस्थेचा/कंपनीचा संपूर्ण पत्ता:-
कंत्राटदाराच्या संस्थेचा/कंपनीचा दूरध्वनी :-
कंत्राटदाराच्या संस्थेचा/कंपनीचा नोंदणी क्रमांक :-
कंत्राटदाराच्या संस्थेचा/कंपनीचा सेवा कर क्रमांक :-

प्रपत्र :- १

अ. क्र.	कामाचे स्वरूप	मागणी करण्यात आलेली कर्मचारी संख्या	मागणी केलेल्या कामासाठी कंत्राटी सेवा पुरविण्यासाठी कंत्राटदाराने मागणी केलेली एकूण रक्कम (वार्षिक खर्च)	साधनसामुग्री खर्च (असल्यास) (रु.) (वार्षिक खर्च)	वस्तू व सेवा कर (वार्षिक खर्च)	एकूण रक्कम (रु.) (स्तंभ ४+५+६)	एकूण रक्कम (रु.) अक्षरी
१	२	३	४	५	६	७	८
१.	शिपाई	३					
२.	सफाईगार	३					
३.	पहारेकरी	२					
	एकूण	८					

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

(कंत्राटदाराचे नाव, सही, शिक्का, दिनांक)

अ) स्तंभ क्र. ४ ते ८ मधील माहिती कंत्राटदारांनी भरावयाची आहे.

प्रपत्र :- २

कंत्राटदाराकडून मागणी करण्यात आलेला अतिकालिक भत्ता

अ.क्र.	पद	अतिकालिक भत्त्याची रक्कम (प्रतितास)
१	२	३
१.	शिपाई	
२.	सफाईगार	
३.	पहारेकरी	
	एकूण	

अ) स्तंभ क्र. ३ मधील माहिती कंत्राटदारांनी भरावयाची आहे.

ब) प्रपत्र -२ मध्ये कंत्राटदाराने स्तंभ २ मध्ये उल्लेख करण्यात आलेल्या पदांसाठी प्रतितास किती रक्कमेची मागणी करण्यात येत आहे ते नमूद करावे. उदा. शिपाई, सफाईगार व पहारेकरीच्या पदासाठी प्रतितास किती अतिकालिक भत्त्याची मागणी (ओवर टाईम) कंत्राटदार करणार आहे ते त्याने स्तंभ-३ मध्ये नमूद करणे अपेक्षित आहे.

क) कंत्राटदारांनी नमूद केलेली वेतनाची रक्कम व अतिकालिक भत्त्याची रक्कम किमान वेतन कायद्यातील तरतूदीपेक्षा कमी नसावी.

DRAFT CONTRACT AGREEMENT

THIS AGREEMENT is made on this ____day of _____, 2026 BETWEEN the District and Sessions Court, Nanded through the Head of the Department having office at (hereinafter called **“the party of the First Part”**) which expression shall unless repugnant to context or meaning thereof to include his/her Successor, Executor, Administrator or Assignee of the Party of the First Part AND _____, the Tenderer, through _____, having registered office at _____ (hereinafter called **“the party of the Second Part”**) which expression shall unless repugnant to context or meaning thereof to include his Heir, Executor, Administrator or Assignee ;

WHEREAS the District Court, Nanded had invited tenders for outsourcing the services of 3 Peons, 3 Sweeper and 2 Watchmen on contract basis made available on _____ portal through online process dated _____.

AND WHEREAS the party of the Second Part participated in the tender process held between _____ to _____ in the office of the **(Head of the Establishment)** and bid offered by them aggregating to Rs. ____/- (Rupees _____), for the period of **two years** for the aforesaid work is found Lowest-1 and accepted subject to administrative approval of the Government (Law and Judiciary Department, Mantralaya, Mumbai).

AND WHEREAS the Government of Maharashtra (Law and Judiciary Department, Mantralaya, Mumbai) vide Government Resolution No. _____ dated _____ has accorded Administrative approval to the bid of _____ (the Party of the Second Part) for lump sum amount of Rs. _____ /- (Rupees _____) **including Goods and Service Tax (GST) for the period of two years from date of Contract agreement.**

AND WHEREAS in view of Work Order issued by the Party of the First Part, the Party of the Second Part accepted the Contract vide letter of acceptance and both the parties to the Contract are executing this agreement for the aforesaid work for a period of **two years** starting **from** _____ **to** _____, on the terms and conditions mentioned herein below in the body of the Agreement.

NOW THIS AGREEMENT WITNESSTH AS UNDER :-

1) It is agreed by and between the Party of First Part and Second Part that the Tender document with terms and conditions mentioned thereto, the Government Resolution No. Contract 2016/Case No. 194/Desk 12, dated 09.08.2017; Government Resolution No _____ / 2023, dated _____ ; Work Order No. _____/2026, dated _____ issued by the Party of First Part and Letter of Acceptance dated _____/_____/_____ tendered by Party of Second Part **shall form part and parcel of this agreements, the same are marked and annexed hereto as Schedule I, II and III respectively.**

2) The 3 Peon, 3 Sweepers and 2 Watchmen shall be made available between _____ to _____ hours (office working hours) at Court/ Tribunal having office at as above in proper uniform on all working days and even on holidays whenever as specifically directed. The party of Second Part shall provide the list of the Peons, Sweeper and Watchmen to be deployed for execution of Contract work within 15 days from the Commencement of Contract work. Party of the Second Part has to fulfill the criteria mentioned in Tender documents and to ensure to work as per Job Profile mentioned in Tender Document of the Party of the First Part.

3) The Party of the Second Part shall pay 100% Security Deposit amount of Rs. _____ /-(Rupees _____)being _____ % of the overall contract value (including GST), in the form of Fixed Deposit Receipt of any Nationalized Bank or in the form of National Saving Certificate or by furnishing Bank Guarantee for two years(24 months), in favour of Court/Tribunal (Party of the First Part) as Security for the due performance of the Agreement. The Party of the First Part shall have a right to forfeit the amount of Security Deposit in the event of any breach or default of any of the terms and conditions of the Contract, as provided in this agreement.

4) In the event, if the Contract of Party of the Second Part is terminated by the Party of the First Part under any circumstances before its due date for any reason in that scenario the Party of the Second Part undertakes to compensate to the Party of the First Part the loss, if any, caused during the Contract period.

5) The Party of the Second Part shall comply all Government Rules, Regulations and the directions given from time to time by the local or public authorities in connection with this work and shall pay fees/charges which are leviable on it or as directed by the Party of the First Part and nothing extra shall be paid on this account by the Party of the First Part.

- 6) The Party of the Second Part shall pay all the applicable taxes to the relevant authorities and shall be solely responsible for the same.
- 7) This agreement shall be enforceable by law.
- 8) The Registration, Stamp Duty and other incidental charges/fees for Registration for this agreement shall be paid by the Party of the Second Part.
- 9) That the Party of the Second Part undertakes to abide by the following Terms and Conditions during the period of Contract.

TERMS AND CONDITIONS :-

- a) Peons, Sweepers and Watchmen deployed by the Party of Second Part shall work in close coordination with concerned officials of District Court, Nanded.
- b) The Party of the Second Part shall issue the identity cards to the Peons, Sweepers and Watchmen on approval of the party to the First Part, after necessary verification of their antecedents by the Police.
- (c) The Party of the Second Part shall pay the wages to the Peons, Sweepers and Watchmen as per the provisions of Minimum Wages Act (i.e. Minimum Wages+Special Allowances+Bonus+G.P.F.+E.S.I.C.+Gratuity+ Other applicable allowances etc.) In case of default/failure, the name of the Party of the Second Part shall be put in blacklist.
- (d) The Party of the Second Part shall provide insurance cover under Workmen Compensation Act, if necessary or as mandated by law to the Peons, Sweepers and Watchmen to be deployed or engaged by it in connection with the aforesaid services to be rendered to the Party of the First Part 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 shall indemnify the Party of the First Part against all acts of omissions, fault, breaches and or any claim or demand,

loss, injury and expenses to which the Party of the First Part may be party or involved as a result of the failure of the party of the Second Part to comply and of the obligation under the relevant act/law which the Party of the Second Part is to follow.

(e) The party of the Second Part shall be solely responsible for statutory compliance with regards to payment of License Fee, if any, as well as ESIC, PF, Pay, D.A., Gratuity as per law, leave and all other requirements of employment etc, and submission of relevant records to the Authorities in respect of all the personnel being deployed in the premises of the party of the First Part. If penalized for non-compliance of any of the legal requirements, the party of the Second Part shall be solely responsible for the same and deal with the same at its own level and costs.

(f) The Party of the Second Part shall be in the capacity of the employer of all the Peons, Sweepers and Watchmen deployed by it for the purpose of their relevant work and shall be liable entirely, to the exclusion of anyone else, for the payments of wages as also for the observance of all statutory requirements including the deposit of PF, contribution and/or filling of the returns.

(g) The party of the Second Part shall bring to the notice of the Party of the First Part any transfer or change in the deployment of personnel and Party of the First Part shall be within its rights to remove or get change any personnel whom it considers unsuitable/unfit for the job being entrusted to him/her.

(h) The Party of the Second Part shall work in close coordination with concerned officials of the Party of First Part and modify working schedule if required as per convenience of Party of the First Part. No claim whatsoever on this account shall be entertained.

(i) Any Peons, Sweepers and Watchmen deployed by party of Second Part, is/are found neglecting the duty assigned or showing improper demeanor or

found indulging in misbehavior or shows unruly improper conduct or is found not in proper uniform, without sufficient cause to the satisfaction of the Party of the First Part, then on instructions of the party of the First Part. The party of the Second Part shall remove them from their services, forthwith.

(j) The Contract shall be subject to such other terms, conditions and instructions as may be issued by the District Court, Nanded from time to time.

(k) The Party of the First Part shall have the absolute discretion to terminate the Agreement at any time by giving a month's notice to the Party of the Second Part in case of breach of any material obligation under the contract and for unsatisfactory performance during the contract period.

(l) The Terms and Conditions of the Tender Notice, Tender Form, Government Resolutions/Circulars/letters shall also form part and parcel of this Agreement and breach of those terms and conditions shall also constitute breach of terms and conditions of this Agreement.

(m) The Party of the Second Part represent and warrants that the Peons, Sweepers and Watchmen deployed for work as per the tender process shall not at any time claim to be the Employee of the Party of the First Part. The Party of the Second Part shall defend, indemnify and hold the Party of the First Part harmless from and against any and all direct or indirect demands, claims, payments, obligations, recoveries, deficiencies, fines, penalties, assessments, actions, causes of action, suits, losses, diminution in the value of assets of the Party of the First Part, compensatory, punitive, exemplary or consequential damages (including, without limitation, lost income and profits and interruptions of business), liabilities, costs, expenses, and interest on any amount payable to a deployed Peons, Sweepers and Watchmen and/or third party as a result of the foregoing tender process. The Party of the Second Part shall indemnify, defend and hold the Party of the First Part harmless from and

against any conflict between the Party of the Second Part's deputation and employment hereunder and any misrepresentation by the deputed staff hereunder.

(n) All disputes and differences arising out or in any way touching or concerning to the work shall be referred to the sole Arbitrator or any person nominated by the Principal District Judge, District Court, Nanded (Party of the First Part) at the time of such dispute. There will be no objection on the Part of Party of the Second Part to any such appointment.

Signed and delivered by the)

Within named Party of the)

First Part on the)

Day and date herein above)

Written in Presence of witness)

1)

2)

Signed and delivered by the)

Within named Party of the)

Second Part on the)

Day and date herein above)

Written in Presence of witness)

1)

2)