# District Court DAMOH

Notice Inviting Tender

**No** 3858 **/II-12-14/2019** **Damoh, Date:** 14/08/2026

Sealed tenders are invited by the **District Court Damoh** under two bid system from reputed service provider with experience in providing Helpers for mechanized cleaning services and garden maintenance work for a period of one year w. e. f. the date of Date of agreement in the **District Court Damoh**. The details of the tender document is available on the website www.mphc.gov.in and Government tender portal www.mptenders.gov.in The downloaded tender document should be accompanied with a **D.D for Rs. 2000/-** along with the tender bid. The EMD of **Rs. 75000/-** should also be paid by Demand Draft in favor of the " **Principal District & Sessions Judge Damoh**" along with the technical bid. The last date of tender submission is **28-09-2026** latest by **05:00 PM** and the Technical Bids of the tender shall be opened on **08-10-2026** at **05:00** P.M. The Tender Shall be opened on **29-09-2026 at 05:00 PM.** The Pre Bid meeting of the tender shall be held on **22-09-2026 at 05:00 PM** at District and Sessions Court, Damoh. Any further clarification/corrigendum(s) shall be available on the website of the HighCourt www.mphc.gov.in and Government tender portal www.mptenders.gov.in.

Principal District & Sessions Judge
District Court **Damoh**

## *TENDER DOCUMENT*

**Name of work-** Tender for Mechanized Cleaning Services of the District Court Building damoh and Maintenance of Garden in Campus of District Court Building Damoh (MP)

Tender Schedule

| | | |
|---|---|---|
| 1 | Closing date and time of Tender | **28-09-2026 Upto 05:00 PM** |
| 2 | Opening date and time of Tender | **29-09-2026 Upto 05:00 PM** |
| 3 | Pre-Bid meeting of the tender shall be held on | **22-09-2026 at 05:00 PM at District and Sessions Court, Damoh** |
| 4 | Tender Fee/Cost | **Rs 2000/-** |
| 5 | Earnest Money | **Rs 75000/-** |

Note: Late bid shall be outrightly rejected.

Principal District & Sessions Judge
District Court Damoh

## CHECK LIST

Tenderer must ensure each item while filing the tender and put a mark (√)

| S.No. | Details | Mark (√) |
|---|---|---|
| 1 | They have read each and every page/instructions of this tender document carefully and only after understanding it they are submitting the tender. | |
| 2 | Before submitting the document they have filled the requisite details and enclosed the required documents. They have signed each and every page of the tender document. | |
| 3 | They have clearly understood the technical aspect of the proposed work. | |
| 4 | The envelope shall contain the entire tender form and all required supportive documents to be enclosed as mentioned and this envelope should be clearly marked as "Tender Document for Mechanized Cleaning Services, Maintenance of Garden etc in the District & Sessions Court Complex, damoh, Dist. damoh (M.P.)" | |
| 5 | They have enclosed EMD earnest money deposit in the DD/FDR of Rs. 75,000/- from Nationalized/ Scheduled bank in favour of Principal District & Sessions Judge, damoh | |
| 6 | The have enclosed document in support of past experience and credentials of unblemished performances with reputed/major clients. | |
| 7 | They are having adequate infrastructure and manpower to handle such a contract. | |

# BIDDER'S COVERING LETTER

To,
The Principal District & Sessions Judge,
District Court .....DAMOH.....
Madhya Pradesh

Dear Sir,

**Ref: Tender no: .....**

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we the undersigned offer to execute the work shown in the scope of work and jurisdiction of contract as well as schedule of prices attached herewith and made part of this.

We undertake that, if our bid is accepted, we shall execute the work in accordance with specifications, time limits and terms & conditions stipulated in the tender documents. If our bid is accepted, we shall submit the performance security deposit as per the conditions mentioned in the contract.

We agree to abide by this bid for a period of 150 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly prepared and sealed so as to prevent any subsequent alteration or replacement.

Dated this ..... Day of ..... (the month and year)

Signature of Authorized Signatory
In capacity of .....
Duly authorized to sign the bid for and on behalf of.....

The cost of bid document: Rs.2000/-
Crossed D.D. no. ..... dated ..... Drawn on bank: .....

# LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Tender No: .....

To

The Principal District & Sessions Judge,
District Court .....Damoh.....
Madhya Pradesh

Dear Sir,

Subject: Authorization for attending bid opening on ..... in the Tender for Manpower Services for the District Court ...DAMOH..... (tender no: .....)

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of ..... (Bidder) in order of preference given below.

| Order of Preference | Name | Specimen Signature |
|---|---|---|
| 1. | | |
| 2. | | |

or

Officer authorized to sign the bid documents on behalf of the bidder.

*Note:-*
*1. Only one representative shall be allowed.*
*2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not produced.*

# CONTENTS OF TENDER DOCUMENT


| S. No. | Description of Contents | Page No. |
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| 1 | Scope of work and general instructions for bidders | 08-10 |
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# TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL SERVICE PROVIDER IN DISTRICT COURT

**Helper**

a. He should be above 18 years of age;

b. The Minimum Educational Qualification should be 8th class.

c. He should have Character certificates from a Gazetted Officer of the Central Government/State Government;

d. Antecedent to be verified by Local Police Authority.

## APPLICATION - TECHNICAL BID
## (For Providing Manpower Services to District Court DAMOH)

1. Name of Tendering Service Provider: .....

2. Status (Proprietor/Partner/Director): .....

3. Details of Earnest Money Deposit: DD No. ..... Date ..... of Rs. ..... drawn on Bank .....

4. Full Address of Registered Office: .....
   Telephone No.: ..... FAX No.: ..... E-Mail Address: .....

5. Full address of Operating / Branch Office: .....
   Telephone No.: ..... FAX No.: ..... E-Mail Address: .....

6. Name & telephone no. of Authorized officer/person to liaise with Field Office(s): .....

7. Banker of the Service Provider: .....

8. PAN No.: ..... (Attach attested copy)

9. Service Tax Registration No.: ..... (Attach attested copy)

10. E.P.F. Registration No.: ..... (Attach attested copy)

11. E.S.I. Registration No.: ..... (Attach attested copy)

12. Latest service tax return detail: ..... (Attach attested copy)

13. Labour License/Registration under The Contract Labour (Regulation & Control) Act, 1970: .....

14. Additional information, if any: (Attach separate sheet, if space provided is insufficient)

## SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

The Principal District & Sessions Judge **Damoh** on behalf of District Court **Damoh** floats the tender for providing Services of "Helper" for mechanized cleaning services and garden maintenance work

1. The District Court **Damoh** requires the services of reputed, well established and financially sound Manpower Service Provider having experience in providing "Helpers" on Contract basis for their engagement in District Court.

2. The contract for providing the aforesaid manpower is for a period of One Year from the date of agreement .The period of the contract may be further extended provided the requirement of the Department for manpower persists at that time or may be curtailed/terminated owing to deficiency in service or substandard quality of manpower deployed by tne selected Service Provider or because of change in the Department's requirements. The Department, now ever, reserves right to terminate this contract at any time after giving one week's notice to the Service Provider.

3.This Department has tentative requirement of tne manpower as given below:

| Sl. No. | Name of the Post | *Number | Place of Posting |
|---|---|---|---|
| 1 | Helper | 14 | Damoh (mp) |

***"The requirements of post may increase/decrease. Due to the arduous nature of duty, male candidates are preferred.***

4. The interested "Service Providers" may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 75000/- and other requisite documents by **28-09-2026 up to 05:00 PM** in the Inward/Receipt Section of the District Court Damoh.

5. The various crucial dates relating to "Tender for Providing Manpower Services to the District Court Damoh" are cited in the 3rd page of the tender document.

6. The bids submitted by the vendor on e-Mail / Fax will be summarily rejected. Late bid shall be outrightly rejected.

7. The tender has been invited under two bid system i.e. Technical Bid and Financial Bid. The interested Service Provider is advised to submit two separate sealed envelopes superscribing "Technical Bid for Providing Manpower Services to District Court **Damoh** " and "Financial Bid for Providing Manpower Services to District Court **Damoh**". Both sealed envelopes should be kept in a third sealed envelope superscribing "Tender for Providing Manpower Services to the District Court **Damoh**".

8. The Earnest Money Deposit (EMD), refundable (without interest), should be in the shape of Demand Draft in favor of " Principal District & Sessions Judge, District Court **Damoh**" and it should accompany the Technical Bid failing which the tender application shall be rejected summarily.

9. The successful tenderer shall have to deposit a Performance Security Deposit of one months of remuneration of all the deployed manpower including statutory dues in

the form of Bank Guarantee from Nationalized Bank / Scheduled Bank in favor of the Principal District & Sessions Judge, District Court **Damoh**" covering the period of contract within seven days from the date of signing of the contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.

10. The tendering Service Providers are required to enclose photocopies of the following documents (duly self attested) along with the Technical Bid, failing which their bids shall be summarily rejected and will not be considered any further :-

(a) Copy of the Service Tax Registration certificate of the Service Provider issued by the competent authority.

(b) Copy of latest service tax return.

(c) Copy of PAN card.

(d) Copy of the IT returns filed and Audit Certificates for the last three consecutive financial years duly certified by the Chartered Accountant.

(e) Copies of EPF and ESIC certificates

(f) Copy of the Labor License/Registration under the Contract Labor (Regulation & Control) Act, 1970

(g) Experience certificate of providing manpower services.

(h) Copy of the terms and Conditions at pages 17 to 22 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

11. Any conditional bids shall not be Considered and will be outrightly rejected in the very first instance.

12. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. Amounts quoted in figure should be repeated in words and in case of any discrepancy, the amounts stated in words shall prevail. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.

However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.

13. The Technical bids would first be taken into consideration by a Committee for evaluation. The Technical bids shall be opened on the scheduled date and time in the presence of the authorized representatives of the Service Providers, if any, who wish to be present on the spot at that time. Only one person for each bidder shaII be allowed to be present at the time of opening the tender.

14. The Financial Bid of only those tenderers will be opened whose Technical bids are found to be in order. The Financial bids shall be opened in the presence of the authorized representatives of the technically qualified Service Providers, if any, who wish to be present on the spot at that time. The lowest bidder (L1) in the Financial bid would be considered. In case the lowest bidder (L1) is disqualified after selection for any reason then the second lowest (L2) bidder shall be considered by the Committee.

15. The competent authority of the District Court reserves the right to annul all bids without assigning any reason.

16. The Authorized signatory shall submit the letter of authorization.

17. The remuneration shall be fixed by the District Court which is not be less than the mimimum wage fixed/notified by the Government of Madhya Pradesh and shall include all statutory obligations. The Service provider shall be liable for all kinds of dues payable in respect of the personnel provided under the contract and the government shall not be liable for any dues for availing the services of the personnel. The Performance Security Deposit and the monthly bills will not be released until the service provider produces per roof of up to date payment of EPF & ESI contribution and other certificates as per statutory laws.

18. The registered office or one of the branch offices of the Service Provider should be located within the jurisdiction of the High Court of Madhya Pradesh. In case there is no branch office, the successful bidder will have to open branch office within two months of the signing the contract.

19. All documents submitted shall be consecutively numbered having signature of the authorized signatory on each page and total number of pages shall be mentioned on the top sheet duly signed by the authorized signatory. In case the tender document is signed by the authorized signatory, a copy of the power of attorney/authorization may be enclosed along with the tender.

20. The District Court reserves the right to call for any documenting original to verify the veracity of the documents.

## TECHNICAL REQUIREMENTS FOR THE TENDERING SERVICE PROVIDER

The tendering Service Provider should fulfill the following technical specifications: -

1) The Bidder may be a Proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted.

2) There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Service Provider) and the Service Provider shall not have been blacklisted otherwise to be evidenced by attachment of an affidavit in this regard.

3) The Service Provider should be duly registered with the Service Tax Authorities and having valid labour license under Contract Labour (Regulation & Control) Act, 1970.

4) The Service Provider should be registered with the appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.

5) The Service Provider should have its own Bank Account in Nationalization Bank / Scheduled Bank.

6) Any other relevant document/certificates as per the bid document or as desired by competent authority.

15. Give details of such contracts handled by the tendering Service Provider if any during the last three consecutive years in the following format (if the space provided is insufficient, a separate sheet may be attached):

| S. No. | Name of client address, telephone & Fax no | Manpower services provided (Type & No.) | Amount of contract (Rs. lakh/crore) | Duration of contract (from date to date) | Remark |
|---|---|---|---|---|---|
| | | | | | |

Additional information, if any (Attach separate sheet, if required)

Date: .....
Place: .....

Seal

Signature of the authorized person

Name.....

## DECLARATION

1. I, ..... Son / Daughter / Wife of Shri ..... Proprietor/ Director/ Authorized Signatory of the Service Provider, mentioned above, am competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The Information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/ we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date: .....
Place: .....
Seal

Signature of authorized person
Name:.....

## APPLICATION - FINANCIAL BID
## (For Providing Manpower Services to District Court DAMOH)

1. Name of tendering Service Provider: .....

2. Service commission per manpower type per month inclusive of all statutory liabilities, levies, cess etc:

| S. No. | Manpower Type | No. of post (approx) | Monthly Remuneration in Rs. | Monthly % per Person |
|---|---|---|---|---|
| 1 | Helper (Class-IV level) | 14 | As per M.P. Government Norms. | Percentage Service Charge/Commission of Service Provider (quote in % only) |

Date: .....
Place: .....
Seal:

Signature of the authorized person
Name:.....

Notes:

1. The minimum take home remuneration is fixed by the Collector on time to time for the mentioned posts. The percentage commission charge's should be fixed for entire period of contract on take home remuneration by the above manpower type. The minimum remuneration includes all taxes / dues like EPF/ ESI/ other statuary dues if any.
2. The services tax will be applicable as per Govt. norms and not including in the take home remuneration given to above manpower type. The service tax shall be provided by the District Court as per the norms defined by Govt. of India.
3. The commission quoted by the tendering Service Provider should be inclusive of all expenditure to hire the manpower till the deployment.
4. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower as certified by the District Court.

# TERMS & CONDITIONS

## GENERAL

1. The contract shall commence w.e.f the date of effectiveness of the contract unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.

2. **Period of Contract-** The Contract of cleaning shall be initially for the period of one year from the date of agreement which can be extended further on mutual agreement subject to satisfactory performance of the contractor and will also depend upon the price trend for the services in the market on the date of extension.

**3. Scope of Work-**

3.1 Place of performance will be the district and session court, Damoh work relates to Mechanized Cleaning Services of Court Building and its Premises, Maintenance of Garden of District & Sessions Court Damoh (M.P) in the premises of District and Session Court. Damoh.

3.2 It will be duty of the contractor to have the credentials of the service persons/operator duty verified and certified and person engaged for services for Cleanliness, Maintenance of Garden clean shall bear clean and proper dress and photo ID to be provided by the Contractor/Service provider.

3.3 The mechanized cleaning services shall include cleaning as per " list enclosed" in the entire premises of Principal District and Sessions Court. Damoh.

3.4 Adequate number of the cleaning machines with qualified operator shall be deployed for mechanized cleaning. For the places where machanized cleaning is feasible and adequate number of service persons/ manpower shall be employed for cleaning of the places where mechanized cleaning is not feasible/ possible.

3.5 The contractor shall provide trained supervisors to ensure proper maintenance and management of manpower and the machines. the maintenace of garden shall include maintenance of flowerbed, small and bigger plant and the flower pots already in existence in entire District Court campus, the contractor shall arrange plants, fertilizers, menuvers, seeds grass pots utensils, instruments and machines required for maintenance and beautification of the garden. the contractor/vendor shall depute sufficient/adequate number of gardener/mali for garden maintenance and required machines, instruments etc for maintenance of garden as mentioned above, shall be provided by the contractor

3.6 The contrator shall arrange wet and dry cleaning of all the areas as per list enclosed" everyday, it shall be duty of the contractor to dispose the garbage as per the rules. the wet cleaning shall include the cleaning by use of proper soap, phenyl and other cleaning chemicals of standard and reputed make. the instructions of the Principal District Judge, District and Session Court. Damoh in this regard shall be final and binding on the contractor.

4. The contract may be extended, on the same terms and conditions or with some additions/ deletions/modifications, for a further specific period mutually agreed upon by the Service Provider and the Authority.

5. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency or organization by whatever name be called without the prior written consent of the High Court.

6. The Department, at present, has tentative requirement of **14 Helpers.** The requirement of the Department may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services, if required, on the same terms and conditions.

7. The Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of the contract.

8. The Authority reserves the right to accept or reject any or all bids without assigning any reasons thereof. The Authority also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/ specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

9. The Service provider shall nominate a coordinator who shall be responsible for immediate interaction with the District Court so that optimal services of the persons deployed could be availed without any disruption. The coordinator shall work under the guidance of Principal District & Sessions Judge.

10. The entire financial liability in respect of manpower services deployed in the Department or Office concerned shall be that of the Service Provider and the Department or Office concerned will in no way be liable.

11. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department or Office concerned.

12. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.

13. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the continuity or after expiry of the contract.

14. In case of termination of this contract on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.

15. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Service Provider.

16. The Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted before executing the contract. The Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.

17. In the event of any engaged personnel being on leave/absent, the service provider shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve and provide the same under intimation to the concerned authority.

18. The Service provider will provide a list of candidates for the post of Helper. The Selection Committee constituted by the Principal District & Sessions Judge will select suitable candidates for these posts out of the list of candidates provided by the service provider. Additional 10% of the contracted strength should be kept "on panel" for replacement to meet urgent additions at short notice. The District Court **Damoh** reserves the right to appoint/reject any candidate based on merits of the candidates.

19. The persons deployed by the Service Provider should have no criminal case should be pending against them.

20. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote goodwill and enhance the image of the Department or office concerned. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

21. The contract will be executed on the availability of funds after allocation of funds from the State Government.

22. The number of manpower may increase/decrease depending upon the requirement.

23. The payment shall be made on conclusion of the calendar month for which duty has been performed by manpower as per the need and requirement.

24. If the contractor is found to have been involved in unfair labour practice, then his contract will be revoked and security amount (EMD) will be forfeited.

25. The Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Department shall, in no way, be responsible for settlement of such issues whatsoever.

26. First Shift Cleaning shall be compeleted till or **before 10:00 AM** and thereafter cleaning shall done within every 3-4 hour on as per Direction of authorities.

27. Initial cleaning work of any perticular day shall, under all circumstances, be finished by the Contractor/Service Provider on the same day or before 10.00 AM and shall continue as required during working hours.

28. The Principal District and Session Judge. Damoh reserves the right to vary, amend or alter any terms conditions of the tender document at the time of execution of the annual cleaning contract.

## LEGAL

29. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

30. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable as fixed by the Collector to the contingent worker in respect of the persons

deployed by it in the Department or office concerned. The Department or office concerned shall have no liability in this regard. The Bidder shall produce the evidence in respect of having made payments to the manpower provided as and when called for by the **District Court Damoh,** Madhya Pradesh.

31. The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested photocopies of such documents shall be furnished to the Department or office concerned.

32. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.

33. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.

34. In case, the Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss/obligation, monetary or otherwise, the Department or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.

35. The Service Provider shall be held responsible for any loss/damage to the equipment's and instruments of the District Court provided to the manpower deployed by the Service Provider due to the negligence or willful damage as assessed by the District Court **Damoh**.

36. The contract is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Department or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.

37. The decision of District Court **Damoh,** Madhya Pradesh in this regard to interpretation of the Terms & Conditions and the contract shall be final and binding on the Service Provider.

## FINANCIAL

38. The successful tenderer will have to deposit a Performance Security Deposit of one months remuneration of manpower provided including statutory dues in the form of Bank Guarantee from any Nationalized Bank in favour of the Principal District Judge, District Court **Damoh** of Madhya Pradesh, covering the period of contract within seven days from the date of signing of the contract. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful tenderer.

39. The amount of performance security deposit may be revised by the Authority taking into account the contractual obligation of the Service Provider.

40. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the Service Provider shall be liable to be forfeited besides annulment of the contract.

41. The Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or Office concerned in respect of the persons deployed and submit the same to the concerned District Court **Damoh** in the first week of the succeeding month. The District Court **Damoh** shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.

42. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus. Gratuity, ESI etc. relating to personnel deployed by it or for any accident caused to them and the District Court **Damoh** shall not be liable to bear any expense in this regard. The Agency shall make payment of wages of a month to the personnel engaged by it by first working day of the succeeding month irrespective of any delay in settlement of its bill by the District Court **Damoh** for whatever reason. The Agency shall also be responsible for the insurance of its personnel.

43. Penalty will be levied and recovered @ Rs.500/- per day per candidate for delay in providing the manpower either on initial deployment or as replacement subsequently.

44. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

45. In the event of any dispute arising in respect of the clauses of the contract the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
The Personnel deployed by the Service Provider in the District Court **Damoh** shall work under the direct supervision and control of the Registrar of the District or officer authorized by the District Judge of District Court **Damoh** Madhya Pradesh. Besides, the Service Provider shall neither deploy nor withdraw any personnel at any time without the approval of the District Court of **Damoh**.

46. The registered office or one of the branch offices of the Service Provider should be located within Commissionary place of the user Department/office. In case there is no branch office, the successful bidder will have to open branch office within two months of the signing the contract.

47. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the contract, is located.

48. The successful bidder will enter into a contract with this Department for supply of suitable and qualified manpower as per requirement of this Department on the above terms and conditions.

## ARBITRATION:-

In case of any dispute following arbitration clause will apply:-
Any question, dispute or difference arising under the contract, shall be referred to the sole arbitrator appointed by Principal District & Sessions Judge **Damoh** The award of the arbitrator shall be final and binding on both the parties to the contract. The place of arbitration shall be at **Damoh** only. The expense of arbitration will be incurred by the parties asked and subject to final award. The Arbitration & Reconciliation Act 1996 and the rules there under, any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this contract.

Note: These terms and conditions are part of the Contract as indicated in the Contract between District Court **Damoh** and the Service Provider and any noncompliance shall be deemed as breach of the Contract.

**Declaration by the Tenderer:**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of Tenderer with seal)
Address: Name
Phone No (O): Seal
Date:

## DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL SERVICE PROVIDER BEFORE DEPLOYMENT OF MANPOWER

1. List of Manpower shortlisted by service provider for deployment in District Court **Damoh** containing full details i.e. date of birth, marital status, address, educational qualification, photo ID Card provided by the Service Provider asked by the Competent Authority.

2. Bio-data of all persons.

3. Any other document considered relevant.

# CONTRACT

**E-Stamp Code: .....**

This contract is made on ..... between the District Court ..... herein after referred to as 'District Court' (Which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office or assign) acting through Principal District & Sessions Judge ..... here-in-after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assignees of the one part;

**And**

..... (Name & Address of the agency alongwith name & post of the representative), here-in-after called the "Service Provider" which expression shall, where the context so requires or admits, also include its successors or assignees of the other part.

Whereas, the "Authority" desires that the services of "Helpers for the District Court .....". And whereas the "Service Provider" has offered its willingness to the same in conformity with the Provisions of the contract;

And whereas the "Authority" has finalized the rate as per the terms and conditions of the contract to the "Service Provider"

The following documents shall be deemed to form and be read and constructed as part of this contract viz:

(a) The bid forms (Technical & financial) and the Price Schedule submitted by the bidder.
(b) The entire tender document.
(c) The clarifications issued in this regard.
(d) The Purchaser's notification of award.
(e) Letter of acceptance/work order.
(f) All correspondence in this regard.

The rates mentioned as per details given below:-

| S. No. | Manpower Type/Grade | *No. of post (approx) | Monthly Remuneration in Rs. | / Monthly % Commission Charges |
|---|---|---|---|---|
| 1 | Helper (Class-IV level) | | As per M.P. Government Norms. | ..... % |

Notes:-

1. The minimum take home remuneration is fixed as per the M.P. Government norms on time to time basis for the aforementioned post. The percentage commission charges should be fixed for entire period of contract on take home remuneration by the above manpower type. The minimum remuneration includes all taxes / dues like EPF/ ESI/ other statuary dues if any.
2. The GST will be applicable as per Govt. norms and not including in the take home remuneration given to above manpower type. The GST shall be provided by the District Court as per the norms defined by Govt. of India.
3. The commission quoted by ..... (Name of the agency) should be inclusive of all expenditure to hire the manpower till the deployment.

4. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower as certified by the District Court.
5. If the contractor is found to have been involved in unfair labour practice, then his contract will be revoked and security amount (EMD) will be forfeited.
6. The number of Manpower May increase or decrease the payment shall be paid in same proportionate.

**Now this contract witnesses as below:-**

1. That the containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this contract.

2. That in consideration of the payment to be made by the "District Court" to the "Service Provider", the "Service Provider" hereby agrees with the "District Court" to provide personnel to be engaged as "Helper for the District Court **Damoh** " in conformity with the provisions of the Terms and Conditions.

3. That the "District Court" hereby further agrees to pay the fixed service charge/commission at the time and in the manner prescribed in the said terms and conditions of the tender No. .....
dated ..... on the salary as per State Government norms for the above mentioned posts on time to time basis.

4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.

5. In any case salary will be provided to the manpower **before 5th of every month.**

6. This contract shall be effective from ..... to .....

IN WITNESS WHEREOF the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above.

Principal District & Sessions Judge
District Court .....

.....

(Name & Post of the Representative)

.....
(Name & Address of the Agency)

In the presence of witness:-

Witness:-
1. Name .....
   Address .....
2. Name .....
   Address .....

Witness:-
1. Name .....
   Address .....
2. Name .....
   Address .....

# List-1

## METHOD OF CLEANING

| DESCRIPTION OF AREA | LOCATIONS | OPERATION REQUIRED |
|---|---|---|
| Surface area with Kota Stone, Marble, concrete tiles, vitrified tiles etc. | Court rooms, chambers, office rooms, Courtyards, Corridors, closed areas, open areas, concourse, toilets, veranda including ADR centre | Sweeping, Dry&Wet mopping, scrubbing wet cleaning, Cleaning of stains of spit etc |
| Surface area with asphalted/Bituminous & Chequered tiles | entrance, approach Road etc | Sweeping, Dry mopping wet cleaning |
| Other rough surfaces | Circulating/moving area | Sweeping, Rag picking, muck etc |
| Ceiling, walls, windows & Doors | District Court Building | Dusting, cobweb cleaning; Glass cleaning with agent, dusting as per requirement |
| Stair case | Premises of the District Court | Dry mopping, pressure water cleaning, vacuuming |
| Toilets & Bathrooms | Premises of the District Court | Pressure water cleaning, cleaning with Acid, disinfecting agents etc. |
| Water booths & Wash Basins | Premises of the District Court | Pressure water cleaning, cleaning with Acid, disinfecting agents etc. |
| Garbage Disposal | All areas under contract. | Collection of sweepings, Garbage & Muck in bins and disposal of same to the main bin provided for the purpose in the District court |
| Air freshening measures | Toilets and Bath Rooms | Use of cleaning agents with fragrance while scrubbing and wet mopping, provision of odonil and naphthalene balls in toilets; use of room freshners in District Court |
| Cleaning of Electronic Display Board and Panel | District Court premises | Cleaning with proper glass cleaners |

Note:- The contractors before quoting the rates are requested to visit the campus and premises of the Principal District & Sessions Court, Damoh. In order to quote the proper amount of the execution of the contract

**Seal and Signature of bidder**

# List-2

## MACHINES AND EQUIPMENTS USED FOR CLEANING

| ACTIVITY | MACHINE FOR MECHANIZED CLEANING | OTHER EQUIPMENTS/KIT ITEMS |
|---|---|---|
| Scrubbing | Industrial scrubber cum drier; Compact scrubber with features of scrubbing, mopping and water retrieval | Squeegee, wipers, sanitary, brushes |
| Sweeping, Dry & mopping | Walk behind sweeper | Brooms & Dry mops mopping |
| Wet cleaning/Wet mopping | High Pressure Jet Cleaning machine | Wipers, Wet Mops, Squeegee |
| Dusting & cobweb cleaning | Wet & Dry Vacuum cleaner | Duster brush/cobweb cleaner wall brush |
| Removal of stains (hard water, pan spit etc.) | Compact scrubber (Corners & Areas where scrubber machine not reachable) | Sanitary brush, hand brush |
| Picking up of rags from the Premises of the entire district court and cleaning | Wet & Dry Vacuum cleaner and manual process | Hand pickers, sanitary brush, pole etc. |
| Collection and disposal of garbage dust, muck etc. | Trolleys & Wheel barrows with rubberized wheel | Bins for collection, rag and muck picking tools |

**Seal and Signature of bidder**

## List-3

## Schedule of work for mechanized cleaning for area including:-

| S.No. | Description of work | Area | Daily schedule of working |
|---|---|---|---|
| 1 | Cleaning of the premises washing by high pressure jet, scrubbing with automatic scrubber cum drier, removal of stains of premises, surface at corners & on walls, by using adequate sanitary material, Spraying of mosquito/fly killer/disinfectants. | Corridors, Toilets and Verandas including newly constructed building where filing sections and server room is in operation. | Removal of pan stains/other stains, scrubbing continually as and other required. |
| 2 | Cleaning, Sweeping of circulating area, concourse & cleaning of stair case. | Circulating area, Concourse, Stair case | 2 times in a day and as & when required; circulating area and 1 times a day-other than circulating area. |
| 3 | Removal of cobwebs cleaning, washing, wet mopping, dusting of walls, cleaning of window glasses, doors, removal of dust/dirt walls & urinals, toilets rooms & disposing of garbage | entire Premises of the District Court Damoh of M.P. | cleaning of urinals, toilets of the High Court six times in a day. Removal of cobwebs once in a week, mopping of the as & when required. Naphthalene balls of sufficient numbers are to be placed in urinal pots & wash basin after exhaust. Odonil is to be provided in bath rooms & toilets after exhaust. Cleaning of water stand posts daily. |
| 4 | Cleaning of dustbins, cleaning of entire water stands, water coolers, air conditioners, covering polythene Bags for dustbins | Cleaning of all water stands | Cleaning of all dustbins twice in a day and cover them with polythene bags. |
| 5 | Monitoring by supervisors | Closely monitoring of all cleaning | From 7:00 A.M. To 5:00 PM |

**Seal and Signature of bidder**

# List-4

## Chemicals and cleaning agents required to be used:-

| Sr.No. | Description of material |
|---|---|
| 1 | Castaic Soda |
| 2 | Bleaching powder |
| 3 | Soda ash |
| 4 | HCL acid |
| 5 | Naphthalene balls |
| 6 | Odonil or equivalent |
| 7 | Glass cleaner |
| 8 | Air freshener spray |
| 9 | Alkaline concentrate (stain remover) |
| 10 | Phenyl |
| 11 | Isopropyl Alcohol |
| 12 | Fly Killer/Mosquito Killer |

## Consumables required to be used as per need:-

| Sr.No. | Description of material |
|---|---|
| 1 | Broom Goa |
| 2 | Iron panja |
| 3 | Ghamela |
| 4 | Long handle cobweb remover |
| 5 | Sponge for cleaning wall/Tiles |
| 6 | Dusting cloths |
| 7 | Wet mopper |
| 8 | Dry mapper |
| 9 | Stain Remover |
| 10 | Polythene bags |
| 11 | Electrostatic cloth |
| 12 | Cotton Cloths |
| 13 | Buckets with proper polythene bags to keep garbage/disposal items. |

**seal and signature of bidder**