

**GOVERNMENT OF MAHARASHTRA
FOREST DEPARTMENT**

**TENDER DOCUMENT
(REQUEST FOR PROPOSAL)**

Tender Ref.No:-Desk-8/Store/CA/C.R.16/2025-26/ 306 Dt. 18/05/2026

For

**AMC FOR MECHANIZED AS WELL AS MANUAL HOUSEKEEPING AND
MAINTENANCE SERVICES AT. VANBHAVAN. CIVIL LINES. RAMGIRI ROAD.
NAGPUR.**

PERIOD – 01/04/2026 To 31/03/2027

**PRINCIPAL CHIEF CONSERVATOR OF FORESTS (HoFF)
MAHARASHTRASTATE, NAGPUR
VAN-BHAVAN, RAMGIRI ROAD,
CIVIL LINES, NAGPUR - 440 001**

Telephone No. 0712-2556936 / 2556907

E-MAIL: dycfru@mahaforest.gov.in

WEBSITE: www.mahaforest.gov.in

TENDER Fee : Rs 1000/-

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**OFFICE OF THE PRINCIPAL CHIEF CONSERVATOR OF FORESTS (HoFF)
MAHARASHTRA STATE, NAGPUR
VAN-BHAVAN, NEAR POLICE GYMKHANA, CIVIL LINES, NAGPUR - 440001**

INVITATION FOR E-TENDER

On behalf of the Governor of Maharashtra and tender committee, Maharashtra State, Nagpur and Dy.CF (RU) Nagpur invites e-Tender in the prescribed forms (Technical & Financial) from eligible bidders as per terms and conditions of the bid for AMC for mechanized as well as manual housekeeping and maintenance services Vanbhavan, Civil line, Ramgiri road, Nagpur as specified as in Annexure-A.

Sr. No.	Name of Work
1.	AMC for mechanized as well as manual house -keeping and maintenance services at Vanbhavan, Civil lines, Ramgiri road, Nagpur.

1. Details of e-Tender are given in Tender Document (RFP), which will be available on Website www.mahaforest.nic.in under news and events, "mahatenders.gov.in", and also **on notice board of PCCF office**
2. Online bidding will be done on "<http://mahatenders.gov.in>" website on date and time given below.
3. Summary of the tender notice is as follows:

Tender Reference No.	Desk-8/Store/C.A./C.R.16/2025-26/306 Dt.18/05/2026
Tender Fee	Rs 1,000/- (Rs.one Thousand only) (Non Refundable)
Publishing Date	Date : 20/05/2026 at 18.00 pm
Document Download/ Sale Start Date	Date : 20/05/2026 at 18:00 P.M
Bid Submission Start Date	Date : 25/05/2026 at 18:00 A.M online on mahatenders.gov.in
Bid Submission Closing Date	Date : 25/05/2026 at 06:00 P.M
Bid Opening Date	Date : 26/05/2026 at 03:00 P.M online on mahatenders.gov.in
Address of Communication	Dy.CF (RU) O/o PCCF (HoFF), M.S.Nagpur, Van Bhavan, Ramgiri Road, Civil Lines, Nagpur - 440 001
Contact Person and Telephone Numbers	D.CF.(RU), O/o PCCF (HoFF), M.S.Nagpur Ph No.0712-2556936 / 2556907 E-mail: dycfru@ mahaforest.gov.in Estate Officer O/o PCCF (HoFF), M.S.Nagpur Ph No.0712-2530165 E-mail: estateofficer14@gmail.com

4. The above-mentioned schedule of event(s) may be changed, at the discretion of D.C.F.(RU) on behalf of the tender committee without assigning any reason therefor.
5. The service charge rate on estimate cost quoted for this work must not be less than 1% of Estimated cost (As per Maharashtra Government G.R.) and if service charge rate is quoted by any bidder is below 1% of Estimated cost the contractor will not be eligible to get this tender.
6. All information in respect of this e-tender will be uploaded on website mahatenders.gov.in and www.mahaforest.nic.in only. Interested persons/prospective bidders are requested to remain in touch with above websites for all information related to this tender.
7. The Dy.CF (RU) on behalf of tender committee reserves the right to accept or reject any or all proposals without assigning any reason whatsoever.

Dated :- 18/05/2026.

Dy. C.F. (RU)
On behalf of Tender committee
Van Bhavan, Ramgiri Road ,
Civil Lines, Nagpur

TERMS AND CONDITIONS OF TENDER

1. Tender documents and tender fee

- a. The Tender document will be available on Forest Department, Maharashtra website 'www.mahaforest.gov.in' under news and events and "mahatenders.gov.in" from 19/05/2026 at 06.00 pm.
- b. Online bidding will be done on "http://mahatenders.gov.in" website till 19/05/2026 at 6.00 pm.
- c. Nonrefundable tender fee of Rs. 1000/- and EMD Rs. 50,000/- will be paid through Net-banking / NEFT / RTGS in the account mentioned on e-tender portal.
- d. Prospective bidders/consortium are advised to study the tender document (RFP) carefully before submitting the bid. The Bidders are advised to inspect the site before submitting their tender. The office shall not be responsible in any way whatsoever for any misunderstanding on part of prospective bidders.
- e. If bidder requires any information or details thereof, they can contact to this office on working days from 9.45 am to 6:15 pm on email to dycfru@mahaforest.gov.in
- f. After submission of bid, the bidder will not be allowed for any change and no complaint of whatsoever nature shall be entertained.

2. DEFINITIONS

In this tender document and associated documentation, the following terms shall be interpreted as indicated below:

DCF(RU) or DyCF (RU)	" DCF (RU) or DyCF (RU)" means Deputy Conservator of Forests, (Resource Utilization), M.S. Nagpur
Bidder	"Bidder/consortium " means the eligible Firm registered under Company Act-1956 or Partnership Act-1932 or Proprietary or HUF.
Contract	"Contract" means the agreement entered into between the Indenter and the successful bidder, in the Contract Form signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein.
Service charge	"Service charge" means the charge payable to the Vendor excluding all taxes under the contract for the full and proper performance of its contractual obligations.
Document	"Document" means published Tender document or request for proposal (RFP).
Effective Date	"Effective Date" means the date on which this Contract is signed and executed by the parties hereto.
EMD	"EMD" means EARNEST MONEY DEPOSIT.
Eligible Bidder	'Eligible Bidder/ consortium' means who fulfills the eligibility criteria.
Firm	"Firm" means Indian company registered under Company Act-1956 or Partnership Act-1932 or Proprietary or HUF or under any relevant Central/State Laws.

Force Majeure	“Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as reasonably to be considered impossible under the circumstances.
Indenter	“Indenter” means D.CF (RU), PCCF Office, Nagpur or an officer authorized by him.
Non-compliant	“Non-compliant” means failure/refusal to submit documents required.
Non responsive	“Non-responsive” means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given Forms / Performa;
Parties	“Parties” means the Forest Department, Maharashtra and the Vendor and “Party” means either of the Parties
PCCF (HOFF)	“PCCF (HOFF)” means Principal Chief Conservator of Forests, (Head of Forest Force), M.S. Nagpur
PCCF (P & M)	“PCCF(P & M)” means Principal Chief Conservator of Forests, (Production & Management), M.S. Nagpur
Registered	“Registered” means Indian registered Firm under Company Act-1956 or Partnership Act-1932 or Proprietary or HUF or under any relevant Central/State Laws.
RFP	A request for proposal (RFP) is a document that solicits proposal, often made through a bidding process, by an agency or company interested in procurement of a commodity, service, or valuable asset, to potential suppliers to submit business proposals.
State Government	“State Government” shall mean Forest Department, Maharashtra and shall include its legal representatives, successors and permitted assignees.
Vendor	“Vendor” means the successful bidder with whom the indenter enters into an agreement against this tender.

3. BIDDERS/ consortium ELIGIBILITY CRITERIA

- a) Bidders/consortium must have an experience of minimum 3 years for providing for mechanized as well as manual House-Keeping and maintenance service in Central, State and local Government Office or PSU with satisfactory performance with certificate of completion (certificate must be enclosed)
- b) Bidder/consortium must be a registered firm (Company, Partnership, proprietary, HUF)
- c) Bidder/ consortium must have its own office in Nagpur.
- d) Bidders/ consortium must be profit making firm in last 3 financial years. i.e.22-23, 23-24, 24-25,

- e) Bidders/consortium annual turnover in last three financial years shall be at least **Rs.30,00,000/-**(Rs. Thirty Lakhs) per year.
- f) Bidder/ consortium must possess and enclose photocopies of the following records.
- i) Registration Certificate under Shop Establishment Act, Company Act and Ancillary laws.
 - ii) Valid certificate from the Police authority.
 - iii) Registration certificate for Employees Provident Fund and details thereof.
 - iv) Registration certificate of Employees State Insurance and details thereof.
 - v) Registration certificate for GST and details thereof.
 - vi) Registration certificate for Professional Tax and details thereof.
 - vii) TAN/PAN card and details thereof.
 - viii) Chartered Accountants Annual Turnover Certificate of last 3 financial years
i.e. 22-23, 23-24, 24-25.
- g) Bidder /consortium should not be blacklisted by any Government office or should not be bankrupt.
- h) Bidder/ consortium should hold a valid license issued by Central / State Govt. and their registration and license remain valid on the date of Bid opening and also till the end of contract! The objective of this.

4. SCOPE OF WORK:

(i) The objective of this tender is to provide mechanized and manual housekeeping, maintenance services for Van Bhavan, Civil Lines, Ramgiri Road, Nagpur. These services encompass the comprehensive cleaning and maintenance of the Van Bhavan premises. The specific areas included in the scope of work are as follows:

Scope of Work :- Inside of Vanbhavan Building Annex Building including canteen, ICT Office, 3 Suits, Transformer Room, 2 Guard Room, Driver Room, Govt. vehicle parking, Staff vehicle parking and porch in Premises.

Sr. No.	Type of Work	Methodology	Frequency	Machine/Equipment
1	Sofas, Table & Chair Cleaning	Damp Wiping	Daily	Manual
2	Telephone, Computer/Keyboard/ Printers/UPS Cleaning	Damp Wiping Vacuum cleaners with attachment	Daily	Manual
3	Dustbin Clearance	Manual	Daily/ whenever required	Single scrubber cleaning by water with chemical
4	Corridor & Poarch Cleaning	Wet & Dry Mopping	Daily 3 Times	Single disc scrubber Wet & Dry
5	Staircase and gallery Cleaning	Wet & Dry Mopping	Daily 2 times	Manual
6	Floor Cleaning	Wet & Dry Mopping	Daily 3 Times	Manual

7	Floor Scrubbing & Drying (corridors/Open area) Inside Building	Scrubber & Dryer (M/C)	Once Daily	Single Disc scrubber Wet & Dry
8	Floor Scrubbing & Drying (Inside Rooms)	Scrubber & Dryer (M/C)	Once Daily	Single Disc scrubber Wet & Dry
9	Spraying of Room Freshener	Manual	Once Daily	Manual
10	Switch Board Cleaning	Mopping	Bi Weekly	Manual
11	Doors /Window Glass/Fans/Tube Light mirrors Cleaning	Manual	Bi Weekly	Glass cleaning Kits
12	Brass fittings & handles	Manual	Once a Week	Brasso or equivalent
13	Cleaning of ,w.c. pans, urinals, wash hand basin etc. Clear the choke up by using choke up pump, Vacuum Cleaner and G.I.wire	Manual /high pressure jet or equivalent Machinery	Daily 3 Times with chemicals and whenever required	Manual /high pressure jet or equivalent Machinery
14	Lift Lobby scrubbing and drying	Manual or equivalent Machinery	Daily	Scrubber driver
15	Side wall and Partition cleaning up to man height	Manual	Bi weekly	Manual
16	Cleaning terrace and terrace drainage	Manual	Once a Week	Manual
17	Cleaning tank of water purifier 11 nos in office	Manual	Once a Week	Manual
18	Waste Disposal	Collection/Disposal	Daily	Manual

Scope of Work Outside of building premises Cleaning

Sr. No.	Type of Work	Methodology	Frequency	Remarks
1	Paved Corridors Cleaning	Sweeping (Manual)	Daily	If service, cleaning tank & transport of garbage is not done within the given time limit, the Forest Department will be entitled to do the same from other agency and that cost
2	Paved Corridors Cleaning	High Pressure Washing	Once a Week	
3	Road Cleaning	Manual Sweeping	Twice a day	
4	Cleaning of Boundary walls	High Pressure Washing	Once a month	
5	Parking area	Manual sweeping or equivalent machinery	Twice a day	
6	Drainage/Gutter/Chambers /Traps	Manual or equivalent machinery	Monthly/as & when required	
7	Road side /Corner removal of weed growth (grass & trees etc.) disposal	Manual	As required	
8	Area Maintenance	Removal of Shredded leaves, Depositions, Debris etc.	As required	

9	Cleaning of Garden	Removal of Shredded leaves, Depositions, etc.	Once a Daily	will be recovered from the vendor.
10	Cleaning of Front Side of Office Building from Compound Wall to Main Road.	Manual	Twice a Week	
11	Cleaning of solar panels on terrace of Vanbhavan, Annex Building and Roof of motor cycle stand	Manual by water	Once a 15 days Except rainy days	
12	Cleaning of 01 underground water tank (Sump) of size 20*13*9 ft., Seven overhead water tanks of 5000 ltr. And one overhead water tank of 2500 ltr. Above vanbhavan and annex building	Mechanized cleaning /scientific method by using high pressure jet to remove tank the algae, dirt etc. from wall, floor and ceiling of the tank and thereafter removal of accumulated sludge, dirty water from tank by using vacuum pressure pump. Spraying of disinfecting agent for disinfection.	Once in 6 Month i.e. in month of May and November of every year before staff of the office.	
13	Transport of collected garbage as per NMC Rule 02 time monthly. by using truck and JCB	The transporting made by truck and loading of garbage in truck should be made by JCB	02 time monthly on Government holidays.	

- i. Each labour is engaged on monthly basis, however weekly off will be arranged by contractor. Working hours for 9 labours will be from 7.00 am to 3.00 pm. one labour will be **attain from 10.00 am to 6.00 pm**. A minimum 2 (two) person per floor are to be engaged every day. At least 50% of the total labour should female labourers. Morning cleaning should be completed by 9.30 a.m. positively and in afternoon by 3.00 p.m. In case of exceptional circumstances and/or urgent works the aforesaid timing may be changed as per direction of Estate officer from time to time.
- ii. After deciding duties on different floor the duty chart of the labour shall be submitted to the Estate Officer every month by the contractor. The personnel engaged by contractor shall have to make thumb impression on Biometric machine or muster register, which is provided in office for contractual labours only. This attendance register will be verified daily by Forest Guard or staff of Forest Department.
- iii. The duty of all labours at Vanbhavan is for from Monday to Saturday and Govt.holidays of every week. On **every Saturday and Govt. holidays** they will have to do cleaning work by heavy

sound making machinery. Duty time may be changed as per requirement of office and on direction of Estate officer.

iv. It is the contractor's responsibility to see that, every staff gets necessary weekly off and relievers for the duty. " **No work – No payment** " clause is applicable here. **The contractor shall make necessary arrangement as per the scope of work and responsibilities on all working day including holidays with reference to present tender document.**

- i) Any of labours or staff provided by the contractor, whose work is found unsatisfactory by the Estate Officer shall have to be immediately replaced by the contractor.
- ii) The contractor undertakes to provide uniform, shoes, hand gloves and name badges, etc. to all labours from service charge amount only. **No amount for providing uniform and above materials will be deducted from staff salary.** The labour and supervisor staff should be in proper clean uniform. Also the contractor shall provide identity cards with photograph to all labour and his staff.
 - iii) The labour will make their own arrangement of conveyance for attending duties at Vanbhavan.
 - iv) The labourer shall be physically fit, energetic, in sound health and shall have minimum literacy so as to be able to read and write Marathi, Hindi. They should be well behaved and well mannered
 - v) The labourer shall deposit any missing material /article found in the premises to Estate Officer office.
 - vi) The Forest Department will not be responsible for any misconduct made by the labourer and other his staff during his duty period, fatal accident, etc. The Contractor shall be responsible for any misconduct by his staff.
 - vii) The labourer engaged by the agency should **not sleep on duty, must not** have habit of consuming alcohol and or Ghutka (Kharra), Smoking, and playing card, chatting, playing and using mobile phone etc. **While on duty.** They shall have character certificate issued by Police Department which should be submitted by contractor within 15 days to Estate Officer from signing of agreement of contract.
 - viii) Number of Labour may be reduced or increased when necessary as per requirement by Department.
 - ix) The house-keeping agency shall indemnify and shall keep this office indemnified against acts of omission or negligence, dishonesty or misconduct of the man/women engaged for the work and this office shall not be liable to pay any damages or compensation to such a person or to third party. All damages caused by the Housekeeping Personnel shall be charged to the House-keeping agency and shall stand fully recoverable from its dues/bill.
 - x) No other person except Service provider's Authorized representative shall be allowed to enter the office premises. The person engaged by the agency should not go outside of the premises at working hours.
 - xi) Department will not be responsible for any dispute between service provider and workers of the service provider.

- xii) Cleaning of 08 overhead water tank and 01 underground water tank 02 time in year in month of May & November by mechanized method and Collected garbage should be transported outside the office premises as per Govt. and NMC Rules 02 times in month and payment of transport of collected garbage will be done by contractor only, through his service charge amount. No extra amount will be paid by department for same work.
- xiii) The personnel deployed by house-keeping agency should inform name of staff and Public who make premises dirty by **spitting** Ghutka (kharra), pan etc. or any other such activity.
- xiv) Material for cleaning office and premises will be supplied by Estate Officer. Contractor has to demand material for weekly use as per actual requirement. Following material will be supplied by Department.

Material List

Sr. No.	Material Name	Sr. No.	Material Name
01	Acid	20	Green Scrub (Large)
02	Air Freshener	21	Duster (White)
03	Bleaching Powder	22	Washing Powder
04	Bucket 4 Ltr	23	Soft Broom
05	Floor Wet Mop Refill	24	Floor Wiper (for basin cleaning plastic)
06	Garbage Bags (30*50 cm black)	25	Floor Wiper (16 inch plastic)
07	Hand wash Liquid	26	Toilet Brush (Hockey Brush)
08	Hard Broom	27	Phenyl
09	Mosquito Spray	28	Caustic Soda
10	Naphthalene Boll (White)	29	Toilet (Airbags) (Gel Packs)
11	R-5 (Room Freshener)	30	Dustbin (50 Liter)
12	Glass & Multisurface Cleaner	31	Bucket (15 Ltr.)
13	R 6 (Toilet boul Cleaning)	32	Supali
14	Floor wiper 20 inch	33	Cobweb Brush
15	Scrubbing Brush (Tar)	34	Cloth Duster
16	Floor wiper 10 inch	35	Dustbin (Office)
17	R-2 Floor Cleaner	36	Bathroom brush
18	Dy Mop Complete Set	37	Automatic Air freshener Dispenser Machine
19	Bathroom Cleaner	38	Automatic Air freshener Dispenser Machine refill Packet

EARNEST MONEY DEPOSIT (EMD)

a. EMD Deposit:

- Bidders are required to make payment online of Rs.50,000/- (Rupees Sixty Thousand) as Earnest Money Deposit online through Net-banking / NEFT / RTGS in the account mentioned on e-tender portal.
- No interest will be payable to the bidder on the amount of the EMD.

b. Earnest Money Deposit Refund:

- The earnest money of the Bidders, who fail to qualify in the Technical Bid, will be refunded electronically to respective bank account within one week after completion of technical bid evaluation.
- The EMD of the Bidders, who qualify in Technical Bid but not awarded the tender, will be refunded electronically to respective bank account after uploading of Award letter.

C. Forfeiture of EMD:

- In the case of a successful bidder if the Firm fails,
 - To execute the agreement/contract within the given time period after issue of the letter of intent or within extended date.
 - To submit Performance Bank Guarantee within the stipulated time as mentioned in RFP.
 - During the bid process, if any information is found wrong / manipulated / hidden in the bid, the bid will be rejected along with forfeiture of EMD.
 - The decision of Forest Department (Govt. of Maharashtra) regarding forfeiture of the EMD and rejection of bid shall be final & shall not be questioned under any circumstances if the bid is found non-compliant or non-responsive.

i) Instructions to Bidders/ consortium

a. Advice to the Bidders/consortium

Bidders/consortium are advised to study the RFP document carefully and also visit office premises before participating in the bid. It shall be deemed that submission of Bid by the bidder has been done after his/her careful study of office premises and examination of the RFP document with full understanding to its implications.

b. Bid document (RFP)

The Bid Document (RFP) will be available from 19/05/2026 on www.mahaforest.nic.in and mahatenders.gov.in websites. Interested Bidders may download the same.

c. Procedure for Submission of Bids

➤ E-Tender System

Two Cover System has been adopted for the present E-Tender as follows

- **Technical Bid & Financial/Commercial Bid**

Bidders/consortium have to participate in this e-Tender through www.mahatenders.gov.in portal following standard e-Tendering process.

Note: Service Charge Rate on estimated cost should not be indicated in the Technical Bid. It should only be written in the Financial/Commercial Bid by bidder.

Any deficiency in the documentation may result in dis-qualification in technical bid.

d. Technical Bid

The Technical Bid, besides the other requirements of the e-tender, shall comprise of the following documents:

Name of labourers to be engaged and name of machinery to be used (**Annexure -A**)

- Technical Bid Cover Letter (**Annexure-B**)
- In support of 3 years' experience a copy of work order and letter of successful completion of project in (Government / Semi-government / PSU offices)
- Firm Registration certificate with a copy of bye-laws/Article of Association.
- Document supporting own office in Nagpur and a copy of its registration.
- Income tax return (with C.A. Certificate and Balance sheet showing turnover with Profit & loss Account) of last 3 financial year in support of being profit making firm.i.e. 22-23, 23-24, 24-25.
- Copy of GST/ PAN/TAN/PT/(Employees Provident Fund/ Employees State Insurance registration certificate).
- Bank Guarantee Letter (**Annexure-C**)
- Power of Attorney executed by the firm in favor of the Principal Officer or the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this e-Tender. (**Annexure-D**)
- An affidavit or Notary verifying that the firm is not black listed and the contractor is not bankrupt.
- Certificate of validity of bids for 180 days.
- Signed Copy of RFP by bidder with stamp of company.
- Documents Required for Technical Bids (**Annexure-E**)
- General information about the Bidder **signed by bidder**/ consortium (**Annexure- F**)

All documents mentioned above have to be uploaded on above mentioned portal as technical bid. Non submission of any of the documents mentioned above, the bid will be treated as non-compliance and shall be liable for rejection.

e. Financial /Commercial Bid.

The Commercial Bid, besides the other requirements of the Tender, shall comprise of the following:

- The commercial bid form has been termed as BOQ (Bill of Quantity) will be available on the portal. Bidders are required to quote only service charge rate on estimated cost in the space provided. Estimated cost of work is Wages + Spl.allowance + PF13%+ ESIC3.25% + 1% Services charge for 10 staff as per prescribed Government norms. Bidders are required to submit the rate in the space provided against each item. Bidder/ consortium have to quote Service charge rate which must not be less than 1% of estimated cost of work (As per Maharashtra Government G.R.) which is mentioned in BOQ. If any contractor quote service charge rate below 1% of estimated cost will not be accepted. The wages of workers mentioned as per the Government minimum wage Act 1948 and Rules enforce for contract period i.e. Wages+ Spl. allowance +PF+ESIC. Spl. allowance will be paid as per the Government Rules and the Minimum Wage Act 1948 issued time to time. **(Annexure- G)**
- Bidders are required to submit the rate in the space provided against as material in use for cleaning in average monthly .**(Annexure- G)**
- Financial/Commercial Bid must be exclusive of all Taxes.

f. Cross checking.

Forest Department reserves the right to contact and verify Bidders information, references and data submitted in the bid proposal without further reference to the Bidder. Tender Committee has rights to ask for any uploaded document in original for cross checking and also has right to waive minor deviation in bids in the interest of the Government. Minor deviation will also be defined by the Committee.

g. Cost to RFP

The Bidder/consortium shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, if so desired by the Forest Department, Maharashtra State. The Forest Department, Maharashtra State will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

h. Language of Bids

The Bid prepared and all correspondence and documents relating to the bid exchanged by the bidder and Forest Department, Maharashtra State, shall be in English language, provided that, any printed literature furnished by the bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

i. Tax liability

The successful bidder/consortium will have to bear all applicable taxes both corporate and personal tax. GST will calculate as per GST Law and Rules. Contractor should regularly submit Returns of all taxes in concern department.

j. Completeness of offer

- a. Bidders/consortium are advised to study all instructions, forms, terms, requirements and other information in the RFP document carefully before submitting bid. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidders/consortium risk and shall result in rejection of its proposal and forfeiture of the bid EMD.
- c. Failure of the Bidder to reach an agreement on terms & conditions of the Contract shall constitute sufficient grounds for the annulment of the award of contract.
- d. Failure to comply with the requirements of the RFP shall render the proposal non-compliant and the same shall be rejected. Bidders must:
 - Include all documentations specified in this RFP;
 - Follow the format of this RFP and respond to each element in the order as set out in this RFP and comply with all requirements.
- e. Even though the Bidders/consortium meet the qualifying criteria, they are subject to be disqualification if they have:
 - Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
 - Submitted a bid which is not substantially responsive to the requirements stated in the RFP.

k. Bid Signing Authority

- a. The firm has to authorize its representative for signing and submitting all certificates / letters / documents (including any clarifications sought and any subsequent correspondences) required from time to time under this e-tender.

- b. The representative must be of Indian Nationality, sound mind and should not be bankrupt. A copy of an affidavit in respect of a firm being not bankrupt shall be submitted with technical bid.
- c. It is further clarified that the individual signing the tender or other documents in connection with this e-tender must certify whether he/she signs as the constituted attorney of the firm.
- d. The authorization shall be indicated by written power-of-attorney which shall accompany the technical bid.
- e. The power or authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be part of the technical bid. **(Annexure-D)**
- f. Any change in the Principal Officer shall be intimated to DCF (RU), in advance.

5) Period of Validity of Bids

The commercial bid submitted by the bidder online shall remain valid for **180 days** after the date of opening of Technical Bids. A certificate in this regard shall be submitted as one of the documents required in technical bid.

6) Local Conditions

- a. The Bidder/consortium is expected to visit site and gather any additional information required for preparing the bid / entering into contract. Obtaining such information shall be at Bidders own cost.
- b. It will be imperative for each bidder/ consortium to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. The Forest Department, Maharashtra State shall not entertain any request for clarification from the Bidders regarding such conditions.
- c. It is the responsibility of the bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by Forest Department, Maharashtra State and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by Forest Department, Maharashtra State on account of failure of the bidder to appraise themselves of local laws and site conditions.

7) Modification and Withdrawal of Bids

Withdrawal of bid is not possible. However, the bidder may modify his/her bid through standard procedure of e-tendering. No bid may be altered / modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders will not be considered.

8) Evaluation of Bids

The evaluation process of the e-tender proposed to be adopted by the Forest Department; Maharashtra State is indicated under this clause. The purpose of this clause is only to provide the Bidders an idea of the evaluation process that the Forest Department, Maharashtra State may adopt. However, the Forest Department, Maharashtra State reserves the right to modify the evaluation process at any time during the e-tender process, without assigning any reason, whatsoever, and the same shall be uploaded on www.mahaforest.nic.in and www.mahatenders.gov.in.

9) Bid Evaluation Process.

- a. Tender Committee will be formed to evaluate both technical and commercial bids received.
- b. First technical bids will be opened and evaluated. The commercial bids of only technically qualified bidders will be opened and the same will be handed over to the Tender committee for their evaluation. The technical bids of technically disqualified bidders will be considered void.
- c. The technical evaluation will be based on the technical evaluation criteria as mentioned in the RFP and documents submitted in their support.

10) Evaluation of Technical Bids

- a. The Tender Committee will examine the bids to determine whether they are complete and the bid format confirms to the requirements.
- b. The Tender Committee will evaluate first on the basis of Technical Qualification criteria and documents asked in technical bid. The Committee will also check signed documents in order to confirm that bids are in order.
- c. The Bids Conforming the technical requirements as mentioned above will be declared technically qualified.
- d. Non-compliant and non-responsive bids as evaluated by the Tender Committee will be rejected. No new documents will be accepted to make the bid compliant and responsive. Rejected bids will not be considered. However, if extension of bid for additional bids is given, technically disqualified bidders can also submit his/her bid by removing discrepancies observed in technical evaluation.
- e. When deemed necessary, during the tendering process, the Tender Committee may seek clarifications or ask any or all the bidders to make presentations on any aspect or produce original certificates for confirmation. However, that

would not entitle the Bidder to change or cause any change in the substance of the tender submitted or rates quoted.

- f. Bidders satisfying all the Technical Qualification criteria and other requirements will be declared technically qualified. The result of evaluation of technical bids will be published on www.mahaforest.nic.in and www.mahatenders.gov.in websites. No other method of communication will be followed.
- g. No Communication will be made with unsuccessful bidders.

11) Rejection of Technical Bid

The Technical Bid submitted shall be rejected on the following grounds,

- i. Bidders not meeting qualification criteria.
- ii. Bids are non-compliant and non-responsive
- iii. Conditional bids.
- iv. If the information provided by the bidder is found to be incorrect/misleading at any stage/time during the e-Tendering Process.
- v. Any effort on the part of a bidder to influence the bid evaluation process.
- vi. Bids without signature of person(s) duly authorized.
- vii. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the bidder.
- viii. Technical Bid containing commercial details.
- ix. Bidder not quoting for the complete scope of work as indicated in the tender documents, addendum (if any) and any subsequent information given to the Bidder.
- x. Any other reason as decided by the Committee.

12) Evaluation of Commercial / Financial Bids

- a. If the number of technically qualified bidders/ consortium is 3 or more, their Commercial/ Financial Bids will be opened before Tender committee.
- b. If the number of technically qualified bidders is less than 3, Financial / Commercial Bids will not be opened till giving two extensions of 7 days each to the tender for inviting new bids.
- c. Financial/Commercial Bids will be evaluated by the Tender Committee so constituted. Bids will be evaluated as follows:
 - i. First validity of bids will be checked.
 - ii. Next responsiveness of bids will be checked.
 - iii. Next reasonableness of quotes will be examined with reference to the market rate. The reasonableness of the rates will be decided by the committee and its decision in this respect will be final.
 - iv. Unreasonable service charge rates below 1% of estimated cost of work will be rejected and EMD will be forfeited.

If bid fails to satisfy any of the above tests, it will be rejected. Only accepted bids will be considered for comparison.

- a. The evaluated valid and accepted commercial bids will be classified into L1, L2... etc. based on quoted % rate amount of service charge in Annexure-G of RFP. i.e BOQ. based on total amount of Stationery for all the items mentioned.
- b. L1 will be asked to produce original of all documents submitted for technical bids for verification. On failure of submitting the originals, the commercial bid (L1) will be rejected and procedure of selection will be continued.
- c. If there is an arithmetic discrepancy in the commercial bid calculations, the Committee will rectify the same. If the Bidder/ consortium does not accept the correction of the errors, its bid will be rejected and EMD will be forfeited.

Resolution of Ambiguity in Financial/Commercial Bids

- a. Proposals will be checked by the Committee for any Arithmetic errors during the evaluation of the Financial Proposals. Errors will be corrected by the Committee as follows:
 - i. Where there is a discrepancy between the amounts in figures and words, the amount in words will govern; a
 - ii. Where there is a discrepancy between the unit rate and the total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, or between sub totals and total price, the unit or sub total price shall prevail and the total price shall be corrected.
- b. The amount stated in the Financial Proposal will be adjusted by the Committee in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidders. If the bidder does not accept the corrected amount of Financial Proposal, its Proposal will be rejected and EMD will be forfeited. Besides, the Bidder will be liable for other appropriate action as decided by DCF(RU) and Tender Committee.

Award Criteria.; General

- a. Dy.CF (RU) on behalf of Tender committee representing the Forest Department, Government of Maharashtra in respect of this e-tender is not bound to accept the best evaluated bid or any bid and reserves the right to reject in the best interest of the GoM without giving any reason thereof.
- b. The Lowest Evaluated and accepted Bid (L1) will be decided on the basis of total rate quoted for AMC for Mechanized as well as manual housekeeping and Maintenance Services at Vanbhavan. (L1) will be awarded tender by the D.CF (RU). The successful Bidder will be given time limit to accept the same. If (L1) fails to accept it, its EMD will be forfeited and appropriate action will be initiated.

- c. Thereafter, the next lowest (L2) bidder will be given chance to accept the lowest rate discovered (L1). If the (L2) accepts, tender will be awarded to (L2) otherwise above process will be kept continued till the Last evaluated accepts Bid.
- d. **TIE BREAKER** : In case of identical Bids by more than one Bidder, the following Tie-Breaker procedure will be adopted to break the tie (in order of listing):
- 1) If Two or more bidders quote the same lowest price (L1), preference shall first be given to Ex-Army personnel, followed by registered Self-Help Groups (SHGs).
 - 2) Turnover of the Bidder : More the turnover, more the preference
 - 3) Duration of Establishment : Longer the period of establishment, more the preference.
- e. If even after that the tender is not awarded, Re-Tendering will be resorted.
- f. The dispute, if any, in respect of decision taken will be resolved by the PCCF (P&M). His decision will be final and binding.

13) Right to Accept/Reject Any or All Bids

The Forest Department, Maharashtra State reserves the right to accept any bid, and to annul the e-tender process and reject all bids at any time prior to award of contract, without giving any notice to the bidder affected. Such bidders cannot claim any damage due to such cancellation from Forest Department. Any action taken by Forest Department shall be suitable uploaded on www.mahatenders.gov.in and www.mahaforest.nic.in. The Forest Department, Maharashtra reserves the right to negotiate the commercials with the successful Bidder (L1) in the best interest of the Government.

14) Notification of Award

- a. Dy.CF (RU) will notify the successful bidder in writing or by email, to confirm the acceptance of his/her bid.
- b. The notification of award will be followed by the execution of the contract.
- c. Upon the successful bidders furnishing of Bank Guarantee of Rs.100,000/- for contract performance, the EMD of unsuccessful Bidders will be refunded electronically.
- d. Notices in connection with the contract shall be given.

15) Signing of Contract

- a. Estate Officer shall issue LOI (Letter of Intent) along with agreement format for acceptance of offer and execution of agreement within the stipulated period. (7 days)

- b. Within 7 days of receipt of the LOI, the successful bidder shall execute the Contract and shall submit the required Bank Guarantee against Contract Performance. However, on demand in writing of the successful bidder with justification, an extension of another 7 days may be given by Tender committee after getting satisfied with the reasons given.
- c. At the time of Signing the contract, the successful bidder shall furnish Bank Guarantee Bond of Rs.1,00,000/- (Rs One Lakhs only) from any Nationalized Bank against Contract Performance Guarantee in favour of Estate Officer O/o PCCF Office.
- d. On failure of execution of the agreement by the successful bidder, E.M.D. furnished will be forfeited.

16) RESOLUTION OF DISPUTES

The aggrieved party may prefer an appeal before the PCCF (P & M) within 15 days of the order of termination of the contract and his decision shall be final and binding.

Period OF CONTRACT

The Rate so approved will remain valid from dt.01 April 2026 to dt. 31March 2027 after signing agreement.

17) LEGAL JURISDICTION.

All legal disputes are subject to the jurisdiction of Nagpur courts only.

Terms & Conditions of the Contract For AMC for Mechanized House Keeping Maintenance Services

1. CONTRACT

The successful bidder/consortium on getting the LOI shall either himself or through his constituted attorney, execute an Agreement in the form Annexure - H here to within 15 days from the date of issue of LI in his/her favour, or within such extended time as may be granted to him/her under the provisions hereinafter contained, failing which his/he appointment shall be liable to be cancelled by the Tender committee.

- The successful bidder/consortium shall submit Contract Performance Guarantee for an amount of Rs.1,00,000/- (Rs One Lakh only) in the form of a Bank Guarantee Bond from any Nationalized Bank in the given Performa in favors of Estate Officer O/o PCCF office.
- Failure of the successful bidder to comply with the requirement of above mentioned clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- The person signing the agreement form on behalf of another or on behalf of a person or the firm shall be responsible to produce a proper "Power of Attorney" duly executed in his favour showing that he has authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract. Such "Power of attorney" should be signed by all the partners in the case of partnership concern and by the person who by his signature can bind the company in case of limited company.
- If before the expiry of the period of fifteen days, the successful bidder applies to the D.CF (RU) for extension of the period herein before prescribed for execution of the agreement, the D.CF (RU) in consultation with tender committee may, if in his absolute discretion thinks fit, extend the said period up to not exceeding seven days thereafter on such terms and conditions as may be prescribed by him/her including the payment of extension fees at the rate Rs.1000 per day.
- On cancellation of the appointment of the successful bidder under sub-condition(a) hereof the amount deposited by him/her as earnest money shall without prejudice to any other rights and remedies of the Government, be forfeited to the Government. In addition, successful bidder shall also be liable to pay the loss, less the amount of E.M.D., if any, suffered by the Government and if the successful bidder does not pay

such loss within 15 days from the date of issue of the Notice of Demand, the same shall without prejudice to any other rights and remedies of the Government, be recovered from him/her as arrears of land revenue under the provision in Land Revenue Code of Maharashtra State.

The successful bidder/consortium, however, shall not in any event be entitled to any profit that may accrue to the Government on such subsequent action.

- In addition to terms and conditions being mentioned hereunder, all other terms and conditions of the tender will also be applicable for the contract.
- The contractor shall abide by the minimum wages Act and other applicable enactments, rules and regulations. In case of variation in minimum wages, the contract amount will be modified to the extent of setting off the increase in the wages payable by the contractor to its workers under this contract.
- The contractor shall be responsible for payment of wages, etc, to the deployed labourer as per prevailing Acts/Orders as applicable to the Govt. of Maharashtra. If any disputes arises between the Agency & the Security Guards employed by it in the matter of wages or any other service condition it shall be settled by contractor and labours engaged by it themselves. Forest Department or Govt. of Maharashtra shall not be a party in any such dispute.
- The labourers and workers deployed by the Agency will be employees of the Agency only and will have no claim to employment under the Govt. of Maharashtra and the Forest Department. The contractor will maintain all records and registers ready and may be produced to labour deptt ,provident fund, E.S.I.C. or any other statutory body on demand.

The contractor shall be solely and exclusively liable and responsible to its workers for the following.

- i) The payment of wages, allowances and other benefits as per provisions of Minimum wages Act or any other applicable Act or enactments in force from time to time
- ii) The payment of compensation under the workman's compensation Act or any other applicable acts or enactments in case of injury or death of any of its worker.
- iii) Any other allowances i.e. Bonus, compensation, over time, Travel allowances, medical allowance and LTC or any other benefits as admissible under different laws, rules and enactments to other employees, including weekly rest/ off day's leave, casual leave and national holidays etc.

2. SCOPE OF CONTRACT

This Contract will be applicable for the office of the PCCF (HoFF), M.S. Nagpur by Estate Officer in writing.

3. Contract Performance Guarantee

- a. After getting LI the successful bidder shall have to furnish Contract Performance Guarantee for an amount of Rs.1,00,000/- (Rs One Lakh only) in the form of Bank Guarantee Bond in given format in favor of Estate Officer, Office of PCCF office before signing the contract.
- b. The said Contract Performance Guarantee will be meant for due compliance, observance and performance of obligations on the part of the vendor as per terms and conditions governing the contract.

4. Concessions permissible under statutes

Bidder/consortium while quoting against this e-tender, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sale Tax Act, 1956, failing which it will have to bear extra cost where vendor does not avail concessional rates of levies like customs duty, excise duty, sales tax, Service Tax etc. Forest Department, Maharashtra State will not take responsibility towards this. However, Forest Department, Maharashtra may provide necessary assistance, wherever possible, in this regard.

5. Duration of the Contract

The CONTRACT shall remain valid for a period 1 April 2026 to 31 March 2027 from the date of signing the contract between Forest Department, Maharashtra State and the Vendor. However, contract may be terminated before contract period either by Forest Department, Maharashtra State or by the Vendor following due procedures. If the Vendor leaves the contract without following due procedure, the performance bank guarantee will be invoked and forfeited to Government. Besides he will be liable for other appropriate action.

6. TERMINATION OF THE CONTRACT.

- a) The Estate Officer on behalf of Tender committee reserves the right to terminate the contract by following due procedure in the event of one or more of the following circumstances:
 - i) Breach of any of the terms and conditions of the tender.
 - ii) If the Vendor goes into liquidation voluntarily or otherwise.
 - iii) If any time it is found that during the process of award of tender, fraudulence was made by the bidder in getting the Contract.
- b) In addition to the termination of the Contract the Indenter reserves the right to forfeit the Performance Bank Guarantee submitted (in form of Bank guarantee) by

the Vendor.

- c) If the Department, in its sole discretion, decides to terminate this Contract, it may do so, by giving written notice of Fifteen (15) days to the Vendor.
- d) The Vendor may prefer an appeal against the order passed by the Estate Officer on behalf of Tender committee before the PCCF (P & M) within 15 days of issue of the order of termination and his decision shall be final and binding on both the parties.

7. QUALITY OF MATERIAL

- i) Only genuine Housekeeping Material items required for supply. Duplicate Material Items shall not be allowed and doing so will amount to violation of T&C of the Contract.
- ii) The level of supply service shall be optimum.
- iii) The Vendor shall be responsible for satisfactory quality of the Stationery.

8. RISK PURCHASE

In case the Vendor fails to do the supply of Housekeeping Material as per requirement, the intender reserves the right to get the same from other agency at the risk, cost and responsibility of the Vendor.

9. PAYMENT TERMS

- i) Before submitting bill to this office Contractor have to confirm attendance of staff from Muster roll or Biometric attendance details of that month from Estate office. Contractor should himself pay wages to staff by RTGS of same month and their PF,ESIC,PT amount to concern department as per rules. GST amount will be given as per rules.
- ii) Contractor Should pay labours wages including their PF, ESIC, PT, Payment from his own funds only, after that he shall submit bill along with receipt of all challan of PF, ESIC, PT with bank Statement of labours with information in following Performa to this office.

Proforma

Name of Contractor -			Name of Work				Month -			
Sr No	Name of Labour/UAN No./ESIC IP No.	Present days	Wages per day	Total Wages	Employers PF Contribution 13%	Employers ESIC Contribution 3.25%	Total Amount	Employers PF Contribution 13%	Employees PF Contribution 12%	
1	2	3	4	5	6	7	8	9	10	
Total PF deduction (9+10)	Employers ESIC Contribution 3.25%	Employees ESIC Contribution 0.75%	Total ESIC Deduction (12+13)	PT Deduction	Total Deduction (11+14+15)	Amount Deposited in Employees bank account (8-16)				

11	12	13	14	15	16	17				
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- iii) On receipt of the bill, the payment shall be made through RTGS within 8 days However, in case of non-availability of grant delay may be possible and for which no compensation or interest can be claimed by vendor.
- iv) Any other allowances i.e. Bonus, compensation, Over time, Travel allowances, uniform cost and LTC or benefits as admissible under different laws, will not be paid by this office.
- v) The GST Registration No. of Contractor and Estate Officer should be mentioned on bill.
- vi) IT TDS, GST TDS as per Rule will be deducted while making payments.
- vii) Total of the labours wage amount should not be less then Minimum Wage amount of 10 persons as per the Minimum Wage Act 1948 , please refer Annexure (G) if total amount of wage is less than minimum wage amount then bid is not consider.
- viii) Contractor have to regularly submit GST Returns and have to show on GST portal as per GST rules.
- ix) No Extra payment will be done to clean mechanically 08 overhead water tank and 01 underground water tank 2 times yearly i.e. in month of May and November. Also transport collected garbage outside office premises 02 times monthly by using truck and JCB as per NMC Rules. Contractor should make own arrangement to do this work as per terms and conditions. Bill for payment will be received after completing this work in schedule time.

10 . RESPONSIBILITIES OF THE VENDOR

- i) It is responsibility of contractor to give weekly off to each outsourced employee and providing reliever will be the sole responsibility of Agency. No employee will be allowed to do over time on any day. No payment for particular duty performed by employee will be made if performed against his weekly off.
- ii) Workers employed in the scheduled industries listed below shall be paid the total minimum wages applicable under the Minimum Wages Act, 1948. In the event that this office receives any complaint from any employee regarding wages, the right to discontinue the Contract.
- iii) It is responsibility of contractor to transport collected garbage outside the office premises 02 time in a month as per NMC Rules and law and clean mechanically overhead water tank and underground water tank 2 times yearly in month of May and November
- iv) Estate Officer on behalf of tender committee M.S. Nagpur reserves the right to discontinue the Contract.

11. DOWNTIME PENALTY :-

In case of inordinate delay in supplying the material, this office shall have every right to recall the material from the vendor(s), and got it supplied from the market at vendor's cost.

i) If subject to circumstances beyond control (Force Majeure), the Vendor fails to deliver the in accordance with the condition mentioned ,the Estate Officer on behalf of Tender committee shall have right.

a) To recover from the Vendor as agreed liquidated damages or by way of penalty as per terms & conditions.

b)To purchase elsewhere, after giving due notice to the Vendor on the amount and at the risk of the Vendor the stores not delivered.

c)To terminate the contract.

12.PENALTIES :-

The performance Bank Guarantee furnished will be invoked by the Estate Officer on behalf of Tender committee after following the due procedure and termination contract on any of the following circumstances/reasons:

- i) Violation of any condition of the tender or
- ii) If it is found that during the process of award of tender, fraudulence was made by the bidder.

In case of House-Keeping staff remaining absent from duty, a substitute shall be provided by the bidder immediately failure to do penalty will be imposed them. Penalty may also be levied for late reporting / non-reporting of HOUSEKEEPING staff as stipulated below :-

Sr.no.	Causes of Penalties	Amount (Rs.)
1	Non reporting at all for duty	Pro-rata amount will be deducted
2	For late reporting / going outside of premises without permission	Pro-rata amount will be deducted for three occurrence of late reporting / going outside by the authority.
3	Incidence of uncleanliness / unhygienic in any one or more than one area of Work	Pro-rata amount or such amount as will be decided
4	For chatting and playing game on mobile phone at the time of work.	Pro-rata amount will be deducted
5	Staff reporting without uniform	He / she will not be allowed to enter the building and will be considered as absent and penal provision of 1 above will be applicable.

If service , Cleaning tank & transport of garbage is not done with in the given time limit ,the Government will be entitled to do the same from other agency and that cost will be recovered from the vendor.

13. CONFIDENTIALITY

- i) The Vendor shall not divulge to any person, subsidiaries or groups of the Vendor or to any other person, any information obtained by it in the course of its execution of its work and all the information gathered by the Vendor shall be treated as professional communications and confidential. Any violation of this clause shall lead to cancellation of

the contract and invoking of the Bank Guarantee, if any, without notice to the Vendor and he shall be liable for further damages.

14 . LIABILITY:

The Vendor shall be liable for any loss or damage to the specified items/equipment caused due to negligence of the Vendor during the contract period, the Vendor shall make good the loss or damage to the specified items/equipment caused, if any, during the course of supply

15. RESOLUTION OF DISPUTES :

The indenter and the Vendor shall make every effort to resolve dispute in connection with the contract, if any, amicably and through direct informal negotiation. In case of non-resolution of dispute, the aggrieved party may prefer an appeal against decision of the DCF (RU) within 15 days of the receipt of the letter of decision to the PCCF (P & M). The decision of the PCCF (P&M) will be final and binding on both the parties.

16. LEGAL JURISDICTION

All legal disputes are subject to the jurisdiction of Nagpur courts only.

Place :- Nagpur

Date :- 18/05/2026

**DCF (RU)
On behalf of Tender Committee.
Van Bhavan,
Ramgiri Road,
Civil Lines, Nagpur**

ANNEXURE-A
MANPOWER DETAILS

Number of Housekeepers/Supervisors to be posted

(To be Submitted with technical bid)

Sr. No.	Name of Housekeepers	Gender	Age	Adress	Bank Account Number/Bank Name
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Signature of Bidder

Number of the Machinery to be Stationed

(To be Submitted with technical bid)

Sr. No.	Name of Machine	Nos	Application	Frequency of use	Remarks
1					
2					
3					
4					
5					

Signature of Bidder

ANNEXURE-B

Covering Letter for Technical Bid

To be submitted on Vendor's letterhead

To,

**Dy. Conservator Of Forests (RU),
Forest Department, Maharashtra
Van Bhavan, Ramgiri Road,
Near Police Gymkhana,
Civil Lines, Nagpur - 440001.**

Subject: AMC of Mechanized housekeeping and Maintenance Services at Vanbhavan for the Period from dt.01 April 2026 to dt. 31 March 2027.

Reference: Tender Ref. No.:- Desk-8/Store/C.A./C.R.16/2025-26/121,dt.20/04/2026.

Sir,

In response to the advertisement, dated _____ issued by D.CF (RU) on behalf of the Forest Department, Government of Maharashtra, we offer our Proposal to participate in the bidding process for Mechanized housekeeping and Maintenance Services Supply at Vanbhavan.

Having examined the RFP Documents including Addenda/Amendments to the above, for the execution of the above Contract, we the undersigned take the responsibility of Supply of Manpower and Material in accordance with terms and conditions of the Contract and in documents comprising the RFP.

In the capacity of the Applicant for the Contract, we declare that we are supplier of Technical Manpower in (Annexure-A) are interested in the Contract after being successful in the tender process.

We have paid the Tender Fee and Earnest Money Deposit through Net-Banking amounting to Rs.1,000/- and Rs.50,000/- respectively, as required.

We are also enclosing Power of Attorney for the person who is signing the bid.(If applicable)

If selected, we understand that it would be on the basis of the organizational, technical, financial capabilities and experience of the consortium taken together as specified in the Request for Proposal document. We understand that the basis for our qualification will be based on Technical Qualification criteria, and that any circumstance affecting our continued eligibility under the RFP, or any circumstance which would lead or have lead to our disqualification under the RFP, shall result in our disqualification under this process.

We agree to abide by this bid for 180 days from the last day of submission of the bid and the same shall remain binding upon us and may be accepted at any time before the expiry of

that period. If requested to extend the period of validity for a specified additional period, we understand that no change in the bid will be allowed for such extension.

We declare that we have disclosed all material information, facts and circumstances to the Forest Department, Government of Maharashtra, which would be relevant to and have a bearing on the evaluation of our Technical Bid and selection.

We acknowledge and understand that in the event that the Forest Department, Government of Maharashtra discovers anything contrary to our above declarations; it is empowered to forthwith disqualify us and our Technical Bid from further participation in the process.

We declare that supply will be made uninterrupted during the Contract period strictly in accordance with the technical qualification of the Manpower and other tender conditions.

We certify that whatever information submitted by us and declared by us is true to the best of our knowledge. We shall be liable for disqualification or termination of contract at any stage, if any information/ declaration are found incorrect or false submission.

Until a contract is executed, this tender together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept any/all Proposal(s) you receive.

Yours faithfully,
Authorized Signatory
Name & Title of Signatory

Strike out as applicable
Power of attorney to be enclosed
(Company's /Firm's Seal)

ANNEXURE-C

PERFORMANCE BANK GUARANTEE

To be executed on Stamp Paper of Rs. 100/- (Rs. One hundred only)

[Date]

To,

**Estate Officer,
O/o PCCF Office
Van Bhavan, Ramgiri Road,
Near Police Gymkhana,
Civil Lines, Nagpur - 440001.**

Dear Sir,

PERFORMANCE BANK GUARANTEE – For AMC of Mechanized as well as manual Housekeeping Maintenance Services Supply at Vanbhavan for the Period from dt. 01 April 2026 to dt.31 March 2027.

WHEREAS

M/s. ----- (Name of the Vendor), a company registered under the Companies Act, 1956 or Partnership Act 1932, having its registered office at ----- (address of the Vendor), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated (Herein after, referred to as “Contract”) with Estate Officer (Forest Department, Government of Maharashtra) for AMC of Mechanized as well as manual housekeeping Maintenance Services and Housekeeping Material for Forest Department, Government of Maharashtra.

This Performance Bank Guarantee will be for an amount of Rs 1,00,000 (Rs.One Lakh only), which shall be submitted by the Vendor upon signing the contract. All incidental charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the Vendor. The performance bank guarantee may be discharged/returned by Forest Department, Government of Maharashtra upon being satisfied that there has been due performance of the obligations of the Vendor under the contract. However, no interest shall be payable on the performance bank guarantee.

Vendor will be disqualified if he fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract within 15 working days of the date of notice of award of contract or within such extended period, as may be specified by the Forest Department, Government of Maharashtra.

We _____ (name and address of the bank) are aware of the fact that as per the terms of the contract, M/s.----- (name of the Vendor) is required to furnish an unconditional and irrevocable bank guarantee in your favour for an amount INR Rs 1,00,000 (Rs. One Lakh only).

We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss of damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs 1,00,000 (Rs. One Lakh only). In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, _____ (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby undertake the amounts due and payable under this guarantee and agree to pay you forthwith on demand of such sum/s not exceeding the sum of INR Rs 1,00,000 (Rs. One Lakh only) without any demur merely on demand from Forest Department, Government of Maharashtra stating that the amount claimed is due by way of loss of damage caused to or would be caused to or suffered by the Forest Department, Government of Maharashtra by reason of any breach by our constituent of any of the terms or conditions in the said Contract or by reason of our Constituent failure to perform the said Contract.

We undertake to pay to the Forest Department, Government of Maharashtra any money so demanded notwithstanding any dispute or disputes raised by our constituents in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and our constituent shall have no claim against us for making such payments.

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till the completion of one month from the date of signing the contract. The PBG shall be extended automatically in case of any delayed / extended in project implementation / go-live and such extended period shall be equal to the period for which project go-live has been delayed / extended.

We are bound ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until the completion one month from the date of signing the contract or any extended period due to delayed / extended in go-live of the solution for the total solution as per said Contract.

In case the project is delayed / extended beyond the project schedule as mentioned in this RFP, for the reasons attributable to the Vendor, the performance bank guarantee shall be accordingly extended by the Vendor for the duration equivalent to the delayed / extended caused in the project.

We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demurrages.

We hereby expressly waive all our rights to pursue legal remedies against Forest Department, Government of Maharashtra.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you.

All rights of Forest Department, Government of Maharashtra under this guarantee shall be fortified and the Bank shall be relieved and discharged from all liabilities there under unless the Forest Department, Government of Maharashtra brings any suit or section to enforce a claim under this guarantee against the Bank from the above mentioned date or from the extended date.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to INR Rs 1,00,000.00 (One Lakh) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We also agree that Forest Department, Government of Maharashtra at its option shall be entitled to enforce this guarantee against the Bank's Principal debtor, in the first instance without proceeding against the Contractor and the notwithstanding any security or other guarantee that Forest Department, Government of Maharashtra may have in relation to the Contractor's liabilities.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire period of this guarantee.

Notwithstanding anything contained herein:

We further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Forest Department, Government of Maharashtra under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till Contract have been fully and properly carried out by the our constituents and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before then we shall be discharged from all liability under this guarantee thereafter.

We further agree with the Forest Department, Government of Maharashtra that the Forest Department, Government of Maharashtra shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by our Constituent from time to time or to postpone for any time or from time to time any of the powers exercisable by the Forest Department, Government of Maharashtra against our Constituent and to forbear or

enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason or any such variation, or extension being granted to our Constituent or for any forbearance, act or omission on the part of the Forest Department, Government of Maharashtra or any indulgence by the Forest Department, Government of Maharashtra to our Constituents or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us. Our liability under this Performance Bank Guarantee shall not exceed INR Rs.1,00,000/- (Rs.one lakh only).

This Performance Bank Guarantee shall be valid only up to 33 months from the date of signing the contract or any period extended; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand within 33 months (Date i.e. 33 months from the date of signing the contract or any period extended by Forest Department, Government of Maharashtra).

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled. Memorandum and Articles of Association/Constitution of our bank and the undersigned is/are that the This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

We lastly undertake not to revoke this guarantee during its currency except with the prior consent of the Forest Department, Government of Maharashtra in writing.

Dated this day 2026

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

Note: This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence

ANNEXURE-D

Format for POWER OF ATTORNEY

(To be executed on a non – judicial stamp paper of appropriate value as per the stamp duty laws, relevant to the place of execution)

Power of Attorney to be provided by the Firm in favor of its representative as evidence of authorized representative’s authority.

Know all men by these presents, We [●] (name and address of the registered office of the Service Provider or Lead Member of the Consortium, as applicable) do hereby constitute, appoint and authorize Mr./Ms [●] (name and residential address) who is presently employed with us and holding the position of [●] as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for Annual Stationery Supply.

In response to the RFP dated [●] issued by The Forest Department, Government of Maharashtra, including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, power of attorney in favor of the lead member, guarantees or any other document which the Forest Department may require us to submit. The aforesaid attorney is further authorized for making representations to and providing information/ responses to the Forest Department, representing us in all matters and generally dealing with the Forest Department in all matters in connection with our Bid till the completion of the Bidding Process as per the terms of the RFP.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

Signed by the within named [●] [Insert the name of the executants company] through the hand of

Mr. [●] duly authorized by the Board to issue such Power of Attorney

Dated this [●] day of [●]

Accepted

[●] Signature of Attorney (Name, designation and address of the Attorney)

Attested

[●] (Signature of the executants) (Name, designation and address of the executants)

[●] Signature and stamp of Notary of the place of execution

Common seal of [●] has been affixed in my/ our presence pursuant to Board of Director's Resolution dated [●].

WITNESS

1.[●] (Signature)

Name [●]

Designation [●]

2. [●] (Signature)

Name [●]

Designation [●]

Notes:

(1)The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s).

(2) In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a Notary public of the jurisdiction where it is executed.

(3) Also, the executants (s) should submit for verification the extract of the charter documents and documents such as a Board resolution /power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executants (s).

ANNEXURE-E

Documents Required Technical Bid and their compliance

Sr. No.	Documents Required for Technical Bids	Compliance (Yes/ NO)
1	Technical Bid Cover Letter (Annexure-B)	
2	In support of 3 years' experience a copy of work order and letter of successful completion of project in (Government / Semi-government / PSU offices)	
3	Firm Registration certificate with a copy of bye-laws/Article of Association.	
4	Document supporting own shop in Nagpur and a copy of its registration.	
5	Income tax return (with C.A. Certificate and Balance sheet showing turnover with Profit & loss Account) of last 3 year in support of being profit making firm.	
6	Registration certificate for Employees Provident Fund and details thereof.	
7	Registration certificate of Employees State Insurance and details thereof.	
9	Registration certificate for GST and details thereof.	
10	Registration certificate for Profession Tax and details thereof.	
11	TAN/PAN card and details thereof.	
12	Power of Attorney executed by the firm in favor of the Principal Officer or the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this e-Tender. (Annexure-D)	
13	An affidavit verifying that firm is not black listed and not bankrupt	
14	Certificate of validity of Bid for 180 days	
15	Signed Copy of RFP.	
16	General information about the Bidder (Annexure- F)	
17	Certificate of sample submitted (Annexure- G)	
18	A certificate stating the validity period of the rate quoted.	

Annexure-F

DETAILS OF BIDDER/ Consortium

Sr. No.	Item	Details
1.	Name of the Firm	
2.	Mailing Address	
3.	Telephone , Fax numbers & e-mail address	
4.	Constitution of the Firm	
5.	Name of the Proprietor, PAN number Mobile No.	
6.	GST registration No.	
7.	Valid Income tax clearance certificate attached?	
8.	Whether authorized dealers or distributor	
9.	Brief description of office.	
10.	Income Tax Return during last 3 financial yrs. 2022-23 2023-24 2024-25	
11.	Chartered Accountant Turn over Certificate during last three Financial years. 2022-23 2023-24 2024-25	
12.	Profit in last three financial years 2022-23 2023-24 2024-25	
13.	Experience certificate copy of work order and letter of successful Completion of work with Government / Semi-Government / PSU of last three years	

Seal and signature of bidder

Date- / / 2026.

ANNEXURE-G

(Bill of Quantity)

Estimated Cost of Composite Mechanized as well as manual Housekeeping and Maintenance Services at Vanbhavan

(As per Labour Commissioner, Mumbai order Dt.01/08/2023 regarding minimum wages)

Work Period 01/04/2025 to 31/03/2026

<u>Sr. No.</u>	<u>Details</u>	<u>Nos</u>	<u>Rate of Wages per unit per Month</u>						<u>Total Amount per Month</u>
			<u>BP</u>	<u>Special allowance</u>	<u>Total (3+4)</u>	<u>EPF – 13%</u>	<u>ESI- 3.25 %</u>	<u>Total (5+6+7)</u>	
	1	2	3	4	5	6	7	8	9
1	Labours Labour Rate as per Minimum Wages Act. 1948.Sp.Allo. Rate declared by Labour Commissioner Maharashtra State (As per Labour Commissioner, Mumbai order Dt.04/02/2026 regarding minimum wages) from time to time in item no.48 i.e. Shop or Commercial Establishment	10	10021	3900	13921	1810	452	16183	Rs.161830/-
2			Estimate cost per Month						Rs.161830/-
3			Estimate cost for 12 months						Rs. 1941960/-
Contractor have to quote service charges rate in percentage only									
4			Total						
5			GST 18%						
6			Total						

Remarks -

- Contractor service charge rate quoted will be not less than 1% of Estimated cost of work. The above wages rate are subjected to change as per direction issued by Competent Govt. authority and contractor shall be bound to pay the labours accordingly.

- Total of the labours wage amount should not be less than Minimum Wage amount of 10 persons as per the Minimum Wage Act 1948 ,As per Labour Commissioner Mumbai order Dt.04/02/2026 regarding minimum wages. If total amount of wage is less than minimum wage amount then bid is not consider.
- Machine Charge Rent, Staff Uniform Expenditure, Misc Expenditure for Removing Choke in Drainages, expenditure for mechanically cleaning of 07 overhead water tank, 01 underground water tank two times per year i.e. May & November and transport of collected garbage 02 time monthly by using truck and JCB should be bear by Contractor through his contractor Profit or service charge. Contractor should quote service charge rate by considering above expenditure.

Annexure-H

DRAFT AGREEMENT FORM

THIS AGREEMENT made this (date) day of (month), 2026 BETWEEN THE GOVERNOR OF MAHARASHTRA through Estate Officer exercising the executive power of the Government of Maharashtra hereinafter referred to as the "Government" (which expression shall, unless the context does not so admit include his successors, and assigns) of the One Part

AND

Shri./ Smt./ Kum. (name of signing person) son/ wife/ daughter of (name of father/husband/father) of (name of place of residence) residing at (detailed postal address) carrying on business in partnership of ----- in the firm, name and style of ----- at -----/* ----- of limited, a firm / Company registered under the Companies Act, 1956* (I of 1956) /* The Indian Companies Act,1913 (VII of 1913)/ Partnership Act 1932 and having its registered office/shop at ----- * and having Permanent Account No. _____ dated _____ under sub section (4) of section 139-A of Income Tax Act 1961 issued by Income Tax Officer which was submitted along with the form of offer. (Hereinafter referred to as "Vendor") (which expression shall, unless the context does not so admit, include his heirs, executors and administrators/the survivors or survivor of them, the heirs, executors and administrators of the last survivor/* the partners for the time being of the said firm/ its successors and his/their/its permitted assignees) of the Other Part.

(* Delete whichever is not applicable).

2.0 WHEREAS the Government invited e-tender from eligible bidders for selection of Bidder for AMC of Mechanized as well as manual housekeeping maintenance Services At Vanbhavan for the Period 01/04/2026 to 31/03/2027 vide Tender (RFP) Ref. No. _____ dated _____ issued by the Dy. Conservator of Forests (RU) M. S. Nagpur.

3.0 AND WHEREAS, pursuant to the said Tender dated / /2026, the Vendor has submitted his bid in the prescribed form as required by the Government which was opened on _____.

4.0 AND WHEREAS, the Government vide its letter No. _____ dated _____ has accepted the offer submitted by the Vendor on the said Terms and Conditions of Tender and Terms and Conditions of Contract hereto annexed and which form part and parcel of this Agreement as well as the Terms and Conditions hereinafter appearing;

5.0 AND WHEREAS, prior to the agreement the Vendor has pursuant to the Terms and Conditions of the Contract deposited with the Government Contract Performance Guarantee of Rs.1,00,000/- (Rupees One Lakh only) in the form of B.G. for due compliance with and the observance and performance of the Contract by the Vendor.

6.0 AND WHEREAS, as per the Terms and Conditions of Contract the Vendor whose aforesaid offer has been accepted by the Government is required to execute an Agreement within FIFTEEN days from the date of issue of letter of acceptance in his favor or within such extended period as specified therein being in fact these present.

NOW THESE PRESENT WITNESS AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS—

1. The Vendor has accepted the contract on the terms and conditions set out which will hold good during period of this contract.
2. If the Vendor his authorized representative commits a breach of any of the terms and conditions of this Agreement, the Vendor shall be responsible for it and appropriate action shall be initiated against the firm.
3. The action on breach of terms and conditions of the contract will initiated by the Estate Officer.
4. This Contract shall remain in force for period dt.01/04/2026 to dt. 31/03/2027 from the date of signing .

SCOPE OF WORK:

The tender is meant for AMC of Mechanized as well as manual housekeeping maintenance Services in PCCF (HoFF), M.S.Nagpur Office Van-Bhavan, Ramgiri Road, Nagpur. The scope of work shall be as per para IV Page no.7 to 11 in RFP No.121, dt.20/04/2026.

Duration of the Contract

The CONTRACT shall remain valid from dt.01/04/2026 to dt. 31/03/2027.

However, contract may be terminated before contract period either by Forest Department, Maharashtra State or by the Vendor following due procedures. If the Vendor leaves the contract without following due procedure, the performance bank guarantee will be invoked and forfeited to Government. Besides he will be liable for other appropriate action.

5. TERMINATION OF THE CONTRACT

f) The Estate Officer on behalf of Tender committee reserves the right to terminate the contract by following due procedure in the event of one or more of the following

circumstances:

- i. Breach of any of the terms and conditions of the tender.
 - ii. If the Vendor goes into liquidation voluntarily or otherwise.
 - iii. Any time if it is found that during the process of award of tender, fraudulence was made by the bidder in getting the Contract.
- g) In addition to the termination of the Contract the Department reserves the right to forfeit the Performance Bank Guarantee submitted (in form of Bank guarantee) by the Vendor.
- e) If the Department, in its sole discretion, decides to terminate this Contract, it may do so, by written notice of Fifteen (15) days to the Vendor.
 - f) The Vendor may prefer an appeal against the order of termination or any order before the PCCF(P & M) within 15 days of issue of the order of termination and his decision shall be final and binding on both the parties.

6. RESPONSIBILITIES OF THE VENDOR

- i) The Vendor shall be solely responsible for supply of good moral character staff
- ii) The Contract shall be solely responsible for supply of labours as mentioned in Annexure 'A' and it will be obligatory upon the vendor to supply the same within given time period.
- iii) Timely supply of Housekeeping Items under this Contract.
- iv) The Vendor shall be solely responsible for the quality of the material supplied.
- v) The Contract shall cover all the stationery as mentioned in Annexure 'A' part -2 and it will be obligetray upon the vendor to supply the same within given time period.
- vi) Tender Committee reserves the right to discontinue the Contract.

7. DOWNTIME PENALTY :-

(i) If subject to circumstances beyond control (Force Majeure), the Vendor fails to deliver the PCCF (HOFF), M.S. Nagpur Office in accordance with the conditions mentioned, the Estate Officer shall have right,

- a) To recover from the Vendor as agreed liquidated damages or by way of penalty as per terms & conditions.
- b) To purchase elsewhere, after giving due notice to the Vendor on the amount and at the risk of the Vendor.
- c) To terminate the contract on recommendation of Tender Committee.

8. PENALTIES

The performance Bank Guarantee furnished will be invoked by the Estate Officer after following the due procedure and termination contract on any of the following circumstances/reasons:

- i) Violation of any condition of the tender or
- ii) If it is found that during the process of award of tender, fraudulence was made by the bidder.
- iii) Deviation found in quality and quantity of the stationery supplied.

9. CONFIDENTIALITY

- i) The Vendor shall not divulge to any person, subsidiaries or groups of the Vendor or to any other person, any information obtained by it in the course of its execution of its work and all the information gathered by the Vendor shall be treated as professional communications and confidential. Any violation of this clause shall lead to cancellation of the contract and invoking of the Bank Guarantee, if any, without notice to the Vendor and he shall be liable for further damages.
- ii) The Vendor shall not take office of PCCF (HoFF) M.S, Nagpur as reference to their prospectus or clientele for any purpose.

10. LIABILITY:

The Vendor shall be liable for any loss or damage to the specified items/equipment's caused due to negligence of the Vendor during the contract period, the Vendor shall make good the loss or damage to the specified items/equipment's caused, if any, during the course of supply.

11. RESOLUTION OF DISPUTES :

The indenter and the Vendor shall make every effort to resolve dispute in connection with the contract, if any, amicably and through direct informal negotiation. In case of non-resolution of dispute, the aggrieved party may prefer an appeal within 15 days of the receipt of the letter of decision to the PCCF (P & M). The decision of the PCCF (P&M) will be final and binding on both the parties.

12. LEGAL JURISDICTION

All legal disputes are subject to the jurisdiction of Nagpur courts only.

WITNESS WHEREOF, The Governor of Maharashtra has caused the concerned Estate Officer to set his hand and affix his official seal hereto for and on his behalf and the Vendor above named has hereto set his hand the common seal of the Vendor has been here unto affixed the _____ (day) _____ (month) 2026 first herein above written.

SIGNED, SEALED AND DELIVERED BY

1.0 Estate Officer

for and on behalf of the Governor of Maharashtra

In the presence of :

(1)

(2)

SIGNED AND DELIVERED BY:

2.0 Shri / Shrimati _____

for and on behalf of M/s _____ as Vendor within named.

In the presence of:

(1)

(2)