## OFFICE OF THE ADDL. DISTRICT & SESSIONS JUDGE, DHALAI JUDICIAL DISTRICT : KAMALPUR.

NO.F.10(36)-ADJ/KMP/2024-25/

Dated, Kamalpur. The 31<sup>st</sup> Day of January, 2025.

# NOTICE INVITING TENDER FOR ENGAGEMENT OF DRY-Cum-WET SWEEPING & CLEANING STAFF THROUGH OUTSOURCING BASE FOR THE ESTABLISHMENT OF THE ADDL. DISTRICT & SESSIONS JUDGE, DHALAI JUDICIAL DISTRICT, KAMALPUR.

In pursuance of Memorandum vide-F.1(1)-Law/Estt/1/2022/11179-181, dt- 29th October, 2024, issued by Law & Parliamentary Affairs Department, Govt. Of Tripura, it is proposed to engage 02 (Two) nos of Drycum-Wet sweeping & cleaning staff for the Establishment of the Addl. District & Sessions Judge, Dhalai Judicial District, Kamalpur. Sealed Tenders are invited from licensed/registered Agencies/Tenderer having experienced in dealing with similar nature of work in Government offices/PSUs/Autonomous & corporate bodies. Tender documents can be obtained from the O/o, Addl. District & Sessions Judge, Dhalai Judicial official District. Kamalpur and also can be downloaded from the website i.e https://dhalaitrp.dcourts.gov.in/notice-category/tenders/ of District Court Dhalai.

As such, the interested Agencies, Tenderer may submit their tender to the Office of the Undersigned on or before 28/02/2025 till 4.00 pm for acceptance. And the tenders will be opened at 04.00 P.M on 03/03/2025. All are requested to read the tender document carefully and comply with the instructions and statutory requirement.

#### Copy to:-

- 1. The Ld. District & Sessions Judge, Dhalai Judicial District, Ambassa for kind information and doing the needful.
- 2. The Secretary, Law Department, Agartala West Tripura for information .
- 3. The Director, ICA, Tripura Agartala with request to give wide publicity to this NIT.
- 4. The System Officer, O/o District & Sessions Judge, Dhalai Judicial District, Ambassa for doing the needful.
- 5. The Head Clerk(Accounts), Accounts Section, of this establishment.
- 6. Notice Board.
- 7. Office File.

## TENDER DOCUMENTS FOR ENGAGEMENT OF DRY-Cum-WET SWEEPING & CLEANING STAFF

- \* The Agency/Tenderer must have it registered office in Tripura with valid documents and Contract Labour License.
- \* The initial period of contract would be for 11 months, revewable on satisfactory performance subject to the necessary approval of the competent authority.
- \* Tender documents can be obtained from the O/o, Addl. District & Sessions Judge, Dhalai Judicial District, Kamalpur and also can be downloaded from the official website i.e <a href="https://dhalaitrp.dcourts.gov.in/notice-category/tenders/">https://dhalaitrp.dcourts.gov.in/notice-category/tenders/</a> of District Court Dhalai.
- \* Tender to be dropped in the office of the Addl. District & Sessions Judge, Dhalai Judicial District, Kamalpur.
- \* Tender dropping period is from **10.00 A.M to 04.00 P.M** in working days between **01/02/2025 to 28/02/2025**. No tender wil be accepted after last date i.e. on **28.02.2025**.
- \* The required manpower will have to be supplied by the agency from 01/04/2025 after award of contract.
- \* Only those who fulfill the following minimum criteria may submit their Tenders/Bids Viz:
  - i) Should have been registered with the Government authorities for such work and a copy of each of the Registration shall be attached with the Bid.
  - ii) Should have PAN/TAN number and GST Resistration. Three year returns in the regard should be attached with the Bid.
    - iii) Should not have been blacklisted by any Government Organization/Office.
  - iv) Should be willing to take up the contract on the terms and conditions as at Annexure-I.
    - v) Should have an Registered Office in Tripura.
    - vi) The proforma at **Annexure-II**, duly filled in.
    - c. Acceptence of terms and condtions at Annexure-I.
    - d. All other required docuements.
- \* The tech bids will be opened by the authority at **04.00 P.M. on 03/03/2025** in the presence of the participating bidders who may remain present.
- \* On the basis of recmmendation of evaluation committee/ authority bid will be opened and lowest bidder will be awarded contract, subject to fulfilment of other terms and conditions.

## TERMS AND CONDITIONS FOR OUTSOURCING OF THE SERVICE OF DRY-Cum-WET SWEEPING & CLEANING Workers.

- 1. The Agency/Tenderer must have it registered office in Tripura with valid documents and Contract Labour License.
- 2. The EPF, ESI facility & Service charge of the supplier and all taxes would be included in the tender value and it would be indicated respectively. That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statuory obligations under all related legislations as applicable from time to time. Department shall not incur any liability for any expenditure whosoever on the persons employed by the Agency on account of any obligation.
- 3. There is no scope to appoint or absorb outsourced person against any temporary or regular post. No such claim can be raised by the outsourced person.
- 4. The initial period of contract would be for 11 months, revewable on satisfactory performance subject to the necessary approval of the competent authority.
- 5. The service of the outsourced staff may be utilized by the authority for other offical duty as and when required.
- The requiring department should not be responsible or party to any dispute or difference that may arise between the agency and engaged person.
- 7. The persons supplied by the Agency should not have any adverse police records/Criminal cases against them. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The service provider shall withdrawn such employees who are not found suitable by this office for any reasons immediate on receipt of such request.
- 8. The person engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary every month. There is no Master and Servant or Employer and Employees relationship between the emposes of the service provider and this department and further the said persons of the service provider shall not claim any employment, engagement or absorption in the Subordinate Judiciary of Tripura.
- 9. The service provider's persons shall not claim any benefit/compensation/absorption/ regulariztion/of service form/in this office/Department under provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation and Abolition) Act, 1970 and other related Act/ rules in force. Undertaking from the persons to this effect shall be required to be submitted by the service provider to this Officer/Department.
- 10. The Service provider's personnel shall not divulge or disclose to any person any details of Office operation process, technical know-how, security arrangemets,

- administrative/organizational matters as all are confidential/secret in nature.
- 11. The service providers personnel's should be polite, cordial, positive and efficient while handling the assigned work and their actions must promote goodwill and enhance the image of this Department. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- 12. The persons deputed shall not be minor.
- 13. The office/Department may require the service provider to dismiss or remove from the site of work any person or persons employed by the service provider who may be incompetent or for his/her/their misconduct and the service provider shall forthwith comply with such requirements. The service provider shall replace immediately any of its personnel if they are unacceptable to this office/Department because of security risk, incompetence, conflict of interest and breach of confidentality or improper conduct upon receiving written notice from this office/Department.
- 14. The service provider has to provide photo identity cards to persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
- 15. The service provider shall ensure proper conduct of his persons in the office premises and enforce prohibition of consumption of alcohol, drinks, smoking, loitering without work.
- 16. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be resposibility of the service provider and the Office/Department shall not be liable or responsible on any of this account towards any personnel of the service provider.
- 17. The service provider shall submit the bill, in triplicate, in respect of a particular month in the first week of the following month. The payment will be released by the Office after deduction of taxes deductible at source under the laws in force, subject to **availability of fund** from the State Government.
- 18. Payements to the service provider would be strictly on certification by the officer with whom the outsourced personnel is attached that his/her service was satisfactory and as per his/her attendence shown in the bill preferred by the service provider.
- 19. No wage/remuneration will be paid to any staff for the days of absence from duty.
- 20. The service provider shall arrange for a substitute well in advance, if there is any possibility of the person leaving the job due to his/her own peronal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
- 21. The service provider shall be contractable at all times and message sent by phone/e-mail/ Special Messenger from this Office/Department to the service provider shall be acknowledged immediately, on receipt on the same day. The service provider shall strictly observe the instructions issued by this Office/ Department in fulfilment of the contract from time to time.
- 22. The Office/Department shall not be liable for any loss, damge, theft, burglarty or robbery of any personal belongings, equipments or vehicles of the personel of the service provider.

- 23. The Agency on its part and through its own resources shall ensure that the goods, material and equipments etc, supplied to the personnel for discharge of duties assigned to them are not damges in the process of carrying out the services undertaken by it and shall be responsible for act of commission and omission on the part of its staff and its employees etc. If this office/ Department suffer any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this office/Department for the same. The agency shall kept this office/ Department fully indemnified agaist any such loss or damage.
- 24. This office/Department will maintain an attendence register in respect of the person deployed by the agency on the basis of which wages/remuneration will be decided in respect of the person at the approved rates.
- 25. The successful bidder will enter into an agreement with this Department for supply of suitable and qualified manpower as per requirement of this Department on these terms and conditions. The agreement will be valid for a period of 11 months commencing from date of singing such agreement. The serivce charges/rates quoted by the agency shall be entertained during the period of 11 months. Any statuory increase in wages/ DA etc, during this period is to be abosorved by the service provider.
- 26. The service provider shall not assign, transfer, pledge or sub-contract the performance of service without the prior consent of this Office/Department.
- 27. However, the agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages, etc. and any amount due to the agency from this Office/Department shall be forfeited by this Office/Department.
- 28. That on the expiry of the agreement, as mentioned above the agency will withdrawn all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency it shall be the entire responsibility of the agency to pay and settle the same.
- 29. After issue of work order, the successfull bidders shall deposit a security money of amounting Rs.10,000/-( Rupees Ten Thousand) only to the authority. In case of violation of terms and conditions the stipulated amount will be not refunded.

## **ANNEXURE-II**

## **PART-A**

SI. No	Particular	To be filled by the tenderer.
1.	Name of the Agency	
2.	Details of EMD	
	i) Amount	
	ii) Draft No.	
	iii) Date	
	iv) Issuing Bank.	
3.	Date of establishment of the agency	
4.	Detailed office address of the Agency with Office Telephone Number/mail address and name of the contact person.	
5.	Whether registered with all concerned Government Authorities. (Copies of all certificates of registration to be enclosed).	
6.	PAN/TAN Number(Copy to be enclosed).	
7.	GST Registration Number (Copy to be enclosed).	
8.	Whether the firm is blacklisted by any Government Department or any criminal Case is registered against the firm or its owner/partner anywhere in India.	
9.	Length of experience in the field.	
10.	Experience in dealing with Government Department (Indicate the neames of the Department and attached copies of contracts order placed on the agency).	
11.	Whether a copy of terms & condtions (Annexure-I), duly signed, in token of acceptance or the same is attached.	
12.	Whether agency profile is attached.	
13.	List of other clients.	
14.	A copy of Affidavit stating that the agency was not blacklisted on their contract terminated due to non-compliance of agreement on any kind of breach of contract Acts & Rules relevant to service render by them.	

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## PART-B

## PROFORMA FOR FINANCIAL BID

(Colums can be added)

Name of the Post	Minimum wages per months/em ployees (in Rs.)	Service Tax (in Rs.)	Service Charges/Adm .Charges (in Rs.)	Any other Taxes (in Rs.)		Total involvement for 02(Two) nos of Worker (in Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	(7)