

**OFFICE OF THE DISTRICT & SESSIONS JUDGE, KAPURTHALA.**

**TENDER NOTICE**

Sealed separate tenders are invited from the willing outsourcing organizations/agencies for allotment of contract of work of maintenance of cleanliness of New Judicial Courts Complex, Kapurthala, having covered area 2,53,800 sq. ft. (six storeyed building + basement) which includes open area outside the peripheries of the Court Complex, entrance, lounge, corridors, stairs, ramps, rooms lavatories (including all sanitary fittings viz. urinals, wash hand basins, glazed tiles sinks, water coolers, canteens with water mixed detergent and liquid phyniles etc. This also includes cleaning of windows, panes and room doors. The tender be submitted for deployment of sufficient staff i.e. whole time sweepers and supervisor to check the sweepers and cleanliness at least twice a day, at the approved rates of Deputy Commissioner for a period from 01.03.2023 to 29.02.2024 of New Judicial Courts Complex, Kapurthala. The complete details/terms and conditions can be obtained from the website of this office:<https://districts.ecourts.gov.in/kapurthala> under the head TENDERS. The last date for receipt of tenders will be **15.02.2023** and tenders will be opened in the presence of tenderers or their authorised representatives who choose to attend opening of tenders on **17.02.2023 at 02.00 p.m.** This office will not take any responsibility for any postal delay and tender received after date will not be accepted.

Name of the party	Total price for cleanliness of the complex per month	Number of Sweepers to be provided	Remarks, if any.
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District & Sessions Judge,  
Kapurthala.

Endst. No. 719

Dated. 02-02-2023

Copy forwarded to the followings:-

1. All the District & Sessions Judges in the State of Punjab with the request to display the same on the notice boards of their respective Courts.
2. All the Judicial Officers in the district for displaying the same on the notice boards of their respective Courts;
3. The Editor, The Tribune, Chandigarh, with the request to publish the notice in the esteemed column of the paper (English "The Tribune") and to send a copy thereof along-with bill, to this office.
4. Daftri of this Court, with the direction to affix the notice on the notice boards of this Complex as well as on the conspicuous places of the building.
5. The District Nazir of this Court for publication of the same in The Tribune, Chandigarh;
6. The System Officer of this office, with the direction to upload the Tender Notice and terms and conditions of auction on the website of this office.

District & Sessions Judge,  
Kapurthala.

**TERM AND CONDITIONS FOR**  
**HOUSEKEEPING WORK CONTRACT**

(A) **Description of Work**

Maintenance of cleanliness of the VIP gate, all floors of New Judicial Courts Complex, Kapurthala including ground floor and basement, proper cleaning on all days of the week (except Sundays) of these floors which includes entrance lounges, outer area of the court complex, corridors, room, toilets(including all sanitary fittings) w.c. Urinal, Wash hand basins, glazed tiles, sinks, water coolers canteens etc., with brooms and swabbing them with water mixed detergent and liquid phenyl etc. This also includes cleaning of window panes, room doors.

(B) **Period of contract**

The contract shall be from 01.03.2022 to 28.02.2023. However, contract can be extended further subject to satisfactory performance of the work/project by the competent authority.

(C) **Regular cleaning- General Duties.**

In general, the following duties shall be performed by the sanitation staff subject to further instructions of the Hon'ble Punjab & Haryana High Court, of the specific area of their deployment/authorities.

1. Toilet to be cleaned at least twice a day and also as and when required.
2. All rooms to be cleaned with broom and wet mop daily.
3. Waste baskets to be emptied at least twice a day or as and when required.
4. Out doors broom to be emptied at least twice a day or as and when required.
5. Fire extinguishers to be kept dust free all the times.
- 6 Window glasses/wire mesh to be cleaned weekly with Collin and detergent or as and when required.
7. Floor scrubbed to be done weekly. In addition daily cleaning of rooms with black phenyl and detergent or as and when required.
- 8 Outside Pucca corridors are to be cleaned daily or as and when required/detergent with water.
- 9 Doors/Water buckets in each room are to be cleaned daily or as and when required with water.
10. All electrical fittings are to be cleaned weekly by dusting with cloth/brushing as and when required.
11. Chinaware/Sanitary fixtures like wash basin, glazed tiles, W.C., urinal flooring, sinks, waste baskets, mugs water coolers etc., are to be cleaned with Acid/Vim once a week or as and when required.

### **General Terms and Conditions.**

1. The rate of the wages to the Sweepers and the Supervisor shall be determined as per the instructions in Wages Act of Labour department.
2. The penalty @ 2% of the monthly value of the contract shall be imposed for non commencement of the work. The party of first part shall have the power to condone the delay, reduce or remit the penalty so imposed to any extent, on written application of party of second part, in case the party of first part to do so finds that the grounds given by the party of second part are reasonable and satisfactory.
3. The decision of the party of first part with regard to the quality or work/services done by party of second part shall be final and acceptable to party of second part. The party of second part will therefore, rectify the defect so pointed out without any extra payment.
4. For the purpose of proper identification of persons deployed by party of second part at various points, the party of second part will issue them the identity card identification documents, at own level and they shall be duty bound to display the Identity Cards at the time of duty.
5. The wearing of uniforms by the Sanitation staff deployed for duty in the complex shall be compulsory. The uniform as per approved colour coding will be supplied to them by party of second part at own cost. Any person found without uniform on duty shall be charged Rs.20/- per day as penalty for such lapse or penalty charges shall be recovered from party of second part administrative charges from the monthly bill. The party of first part may however, increased the amount of penalty in the case(s) or repeated default as deemed fit.
6. The persons deployed by the contractor for the work shall be the employees of the contractor for all intents and purposes and in no case there shall be any relationship of employer and employee between the said person and the Judicial Department, either implicitly or explicitly. The party of second part will ensure that employees are medically fit and free from communicable disease. The antecedents of the person to be provided by party of second part will be got verified from the appropriate authority at own level.
7. That party of second party will deposit the refundable security @ 10%, in shape of Demand Draft in the name of District & Sessions Judge, Kapurthala, of the tendered cost which can be forfeited in case of any default.
8. The daily operation of sweeping, swabbing and cleaning of all the area as mentioned above shall be finished between 8:15 a.m, to 9.25 a.m. Thereafter, the sweepers shall remain present on each floor from 10.00 a.m. to 5.00 p.m. for maintaining the level of cleanliness by repeatedly swabbing the floors and cleaning the urinals and toilets. The supervisor shall so provided by party of second part will remain present till 5.00 p.m. every day at the site. The authorized representative so provided by party of second part shall remain available at site from 8.15 to 5.00 p.m. for attending the complaints regarding sweeping, swabbing and cleaning of the building.

9. All the waste papers collected during the cleaning operation shall be placed at the place provided by the department daily.
10. That the party of second part will be responsible for any kind of damage to the furniture, electrical and sanitary fixtures etc. while doing day to day works of sweeping, swabbing and cleaning. The party of second part will also be responsible for theft of any item by the labour so engaged by the second party from the office rooms located on all the floors of the building.
11. That party of second part will not sublet the work.
12. That party of second part will be responsible for the antecedents of the sweepers and the employees to be engaged for day to day cleaning, operation. The party of second part will maintain daily records of the names and the complete particulars of workers which will be engaged by party of second part for the cleaning operation and daily report will be sent to the Superintendent of this office.
13. That party of second part will be responsible for the welfare of the sweepers and the employees so engaged, such as payment of wages, any time of accident/mishap etc. This department will not be concerned with any problem of the sweepers and other employees so engaged by party of second part.
14. Inspection would be carried out at any time by the party of first part or his representatives. During such inspections party of second part or authorized representatives of second part will accompany the official/officers of the department. In case of improper cleaning on any day, penalty may be levied for the occasion by the department upto an amount of Rs.1000/-. Decision of the party of first part will be final in this regard.
15. Running payments will be made to party of second part on monthly basis. The party of second part will submit bill on 1<sup>st</sup> day of every month. The payment will be released by the department only after ensuring itself regarding satisfactory cleaning of the building during the month as per terms and conditions and compliance of other terms of the contract.
16. The department shall deduct income tax at source (TDS) @ 2% of the payment to be made to party of second part from time to time under Section 194C(1) of the Income Tax Act, 1961. Therefore, party of second part shall submit copy of PAN card.
17. In case of the party of second part unsatisfactory work, the department will also have the right to terminate the contract after giving a notice of one week.
18. That party of second part will take all reasonable precautions to prevent any unlawful acts or disorderly conduct of the employees so deployed by second party and for the preservation of peace and protection of persons and property of this department.
19. In case any of the persons, so deployed by the party of second part, do not come upto the mark or perform their duties properly or indulge in any unlawful acts or disorderly conduct, the party of second part will take suitable action against such employees on the report of party of first part, in this respect.

20. In case of any complaint defect pointed out by the party of first part, party of second part will immediately replace the particular person so deployed without further arguments.
21. That party of second part will keep this department indemnify against all the losses caused to its property by way of theft, mishandling or otherwise and the claims whatsoever in respect of the employees deployed by the party of second part at various points. The party of second part will be responsible for paying the recovery of amount of any loss caused to the sanitary or public health fittings, electrical etc of the court complex, Kapurthala.
22. That party of second part shall comply with the provisions related to social security coverage/EPF coverage of outsourced staff, as implement/amended by Govt. of Punjab/Punjab and Haryana High Court, Chandigarh from time to time.
23. The party of second part agency will, within 7 days of the close of every month, submit a statement showing the recoveries of the contribution of EPF (Employees Provident Fund) in respect of persons employed by said agency, as provided in Employees Provident Funds and Miscellaneous Provisions Act, 1952.
24. Before settlement of any bills for releasing the payment of contract by party of second part, CRRN of Challans should be submitted to this office.
25. That party of second part shall file separate ECR for the persons employed, under this contract, for this office. The copy of the same will be pasted on the notice board so that staff so employed can check the details thereof.

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