

OFFICE OF THE DISTRICT AND SESSIONS JUDGE, AMBALA

TENDER NOTICE

Sealed tenders are invited from reputed, competent, responsible and willing outsourcing organizations/agencies holding license under the Contract Regulation and Abolition Act, 1970 and having sufficient and considerable experience in the maintenance and cleanliness of the complexes, on their letter head for allotment of contract of work of maintenance for cleanliness of ground floor, 1st floor, 2nd floor and 3rd floor, terraces/roof tops as well as VIP Entry side, Public Entry side, entrance lounges, parks and open area in the Judicial Courts Complex, Ambala and Judicial Courts Complex, Sub Division, Naraingarh. The covered and open area of the said Judicial Complexes alongwith the required number of Sweeper and Supervisor is as under :-


Sr. No.	Name of the Judicial Courts Complex	Total area of the Complex (covered and open)	Total number of Sweeper required	Number of Supervisor required
1.	Judicial Courts Complex, Ambala.	3,65,854.5 Sq.Feet (i.e 33,989 Sq.Meters)	30	01
2.	Judicial Courts Complex, Sub Division, Naraingarh.	62,635.72 Sq.Feet (i.e 5,819 Sq.Meters)	06	--

Proper and efficient cleaning on all days of the week of these floors which includes entrance lounges, corridors, staircases, rooms terraces/roof tops, lavatories including all sanitary fittings viz. urinals, wash basins, glazed tiles, sinks, water coolers etc. and rooms and swabbing them with water mixed detergent and liquid Phenyl etc. This also includes cleaning and dusting of doors, fans, air conditioners, exhaust fans, windows, panes, grills, court rooms, staff rooms, terraces, removal of webs, sweeping of corridors, car garages, parks and open area etc. The complete cleaning material alongwith the equipment and the work force needed thereto shall be provided by the applicant/tenderer at his own cost. The applicant/tenderer shall also ensure cleanliness and proper hygiene of the entire Judicial complexes and shall also provide toiletries, mosquito replants, room freshers, diffusers etc. for keeping the entire area

clean. The contract shall be effective from 01.05.2024 till 31.03.2025. The last date for receipt of tenders will be 12.04.2024 till 4:30 PM and the tenders will be opened in the presence of tenderer or their authorized representatives who may choose to attend the opening of tenders on 15.04.2024 at 4.00 P.M. The outsourcing organizations/agencies shall comply with the provisions of Labour Laws of Minimum Wages Act, B.S.I (Basic Substance Isolation), P.F. maturity benefits etc. and ensure its compliance. The complete details/terms and conditions for the contract can be downloaded from the official website <https://districts.ecourts.gov.in/ambala> and in case of CANCELLATION/POSTPONEMENT of opening of Tender due to administrative reasons, notice in this regard will be notified on aforementioned website of this office.

CONDITIONS

1. Conditional and telegraphic tenders shall not be accepted.
2. The undersigned reserves the right to accept or reject any or all the tenders without assigning any reason.
3. Registration number is necessary.
4. This office will not take any responsibility for any postal delay. Tenders received after due date will not be entertained.


District and Sessions Judge,
Ambala.

DESCRIPTION OF WORK

Maintenance/cleanliness of entrance gates, Ground Floor, Ist Floor, IInd floor & IIIrd floor, terraces/roof tops as well as VIP Entry side, Public entry side, entrance lounges, parks and open area of Judicial Courts Complex, Ambala and Judicial Courts Complex, Sub Division, Naraingarh. Proper and efficient cleaning on all days of week except Sunday of these floors which includes entrance lounges, Corridors, staircases, rooms, terraces/roof tops, lavatories including all sanitary fittings viz. urinals, wash basins, glazed tiles, sinks water coolers etc. and swabbing them with water mixed with detergent and liquid phenyl etc. This also includes cleaning and dusting of doors, fans, air conditioners, exhaust fans, windows, panes, grills, court rooms, staff rooms, terraces, removal of webs, sweeping of corridors, car garages, projections, all approach roads, walls, parks and open area etc. and cleaning of related areas.

Area (In Sq.Ft.)

JUDICIAL COURT COMPLEX, AMBALA.

Sr. No.	Name of the Judicial Court Complex	Total area of the Complex (covered and open)	Number of Sweepers required	Number of Supervisor required
1.	Judicial Court Complex, Ambala.	3,65,854.5 Sq.Feet (i.e 33,989 Sq.Meters)	30	01
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PERIOD OF CONTRACT :

Initially the contract shall be for the period from 01.05.2024 to 31.03.2025. However, contract can be extended further by the competent authority subject to satisfactory performance of the work/project.

REGULAR CLEANING-GENERAL DUTIES

In general the following duties shall be performed by the Sanitation staff of specific area of their deployment subject to further instructions of this department. All types of cleaning work at the Judicial Courts Complex at places indicated above falling under the purview of this contract will be taken care of.

1. Toilets to be cleaned at least four times a day and also as and when required.
2. All rooms/Chambers/outside verandahs to be cleaned with broom and wet mop daily.
3. Dusting of Dias of every court room alongwith the furniture of all the courts and chambers to be done daily.
4. Waste baskets to be emptied at least once a day or as and when required.
5. Daily outdoors broom sweeping and garbage disposal.
6. Fire Extinguishers to be kept dust free at all times.
7. Window glasses, Glasses affixed on Dias and Glasses affixed on Advocate's table of every court room to be cleaned with Collin, detergent/water or as and when required.
8. Tools, clothes etc. used for cleaning should also be cleaned weekly in addition daily cleaning of rooms with black phenyl and detergent oras and when required.
9. Outside cat walks are to be cleaned daily/weekly with water or as and when required.
10. Doors of each room are to be cleaned weekly with water/detergent or as and when required.
11. All electrical fittings are to be cleaned fortnightly by dusting with cloth, collin /brushing as the case may be as and when required.
12. Sanitary fixtures like wash basins, glazed tiles, w.c. Urinal flooring, Sinks, Waste Baskets, Mugs etc. are to be cleaned with Acid/ Vim once a week or as and when required.

LIST OF MATERIAL AND ARTICLES

The following material and articles will be supplied by the contractor himself and this material will be used by his staff for day to day sweeping, swabbing and cleaning operation at the sites :-

<u>Sr.No.</u>	<u>Name of the material</u>
1.	Phenyl Liquid
2.	Detergent Washing Powder
3.	Homocol Tablets
4.	Acid (HCL)
5.	Liquid Soap
6.	Colin
7.	Glass duster
8.	Odonil
9.	Foam
10.	Toilet Brush
11.	Coarse Fibred Jharu (Jharu Bans)
12.	Fine Fibred Jharu
13.	Floor Duster/Mop
14.	Hessian Cloth
15.	Tissue Paper to be placed in the Bath Room of Judges.
16.	Mosquito replants
17.	Room freshners
18.	Diffusers

GENERAL TERMS AND CONDITIONS

1. The rates of wages to all the 36 Sweepers (i.e 30 for Judicial Courts Complex, Ambala and 06 for Judicial Courts Complex, Naraingarh) and the supervisor shall be as per **Haryana Kaushal Rozgar Nigam "Prescription of Nigam Wage Rates for supply of manpower"** and the Service provider will deposit the Employees Provident Fund and ESI from the wages of the labourers so engaged as per the provisions of the **Minimum Wages Act** of the Labour Department.
2. The Service Provider shall supply monthly dossier. It is hereby stressed that contractor shall make all the payments to the employees through account payee cheque or direct bank transfer.
3. A penalty @ 2% of the monthly value of the contract shall be imposed for non-commencement of the work. District and Sessions Judge, Ambala shall have the power to condone the delay, reduce or remit the penalty so imposed to any extent, on written application, in case the grounds given by service provider are reasonable and satisfactory.
4. The decision of the District and Sessions Judge, Ambala with regards to the quality of work, services done by the Service Provider shall be final and acceptable to the Service Provider. The Service Provider will, therefore, rectify the defect so pointed out without any extra payment.
5. For the purpose of proper identification of the person deployed at various points, the Service Provider shall itself issue them the Uniform, Identity Card, Identification Documents and they shall be duty bound to display the identity Cards at the time of duty;
6. The wearing of uniforms by the Sanitation Staff deployed for duty in the Judicial Courts Complex shall be compulsory. The uniform as per approved colour coding will be supplied to them by the Service Provider at its cost. Any person found without uniform on duty shall be charged Rs.50/- per day as penalty for such lapse and the penalty charges shall be

recoverable from the Service Provider from the monthly bill/charges. The District and Sessions Judge, Ambala may however, increase the amount of penalty in the case(s) or repeated default as deemed fit.

7. The persons deployed by the Service Provider 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 persons and the Department, either implicit or explicit. The Service Provider shall ensure that employees are medically fit and free from communicable diseases. The antecedents of the persons to be provided by the Service Provider will be got verified from the appropriate authority at its own level.
8. **The daily operation of sweeping, swabbing and cleaning of all the area as mentioned above shall be finished between 8.30 A.M to 9.00 A.M.** Thereafter, the sweepers shall remain present in Judicial Courts Complex during working hours for maintaining the level of cleanliness by repeatedly swabbing the floors and cleaning the Urinals & Toilets. Supervisor of the Service Provider shall also remain present between 9.30 A.M to 4.00 P.M every day at the site for attending the complaints regarding sweeping, swabbing and cleaning of the building.
9. All the waste papers collected during cleaning operation shall be placed at the place provided by the department daily.
10. The Service Provider 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. It will also be responsible for theft of any item by its labourer from the office rooms of the building.
11. The Service Provider shall not sublet the work.
12. The Service Provider will be responsible for the antecedents of the sweepers and the employees to be engaged by it for day to day cleaning, operation. It will maintain daily records of the names and the complete particulars of its workers which will

be engaged for the cleaning operation and daily report shall be sent to the District and Sessions Judge, Ambala, through Office Superintendent.

13. The Service Provider will be responsible for the welfare of the sweepers and the employees so engaged by it such as payment of wages, any type of accident/mishap etc. The department will have no concern with any problem of the sweepers and other employees so engaged by the Service Provider.
14. The District and Sessions Judge, Ambala shall be at liberty to carry out inspection at any time by himself/herself or through his representative of the department, without any prior notice. During such inspections authorized person of the Service Provider will accompany the officials/officers of the department. In case of improper cleaning on any day, penalty may be levied for the occasion by the department up to an amount of Rs. 1000/-. Decision of the District and Sessions Judge or the Hon'ble High Court of Punjab and Haryana will be final in this regard.
15. Running payments will be made to the Service Provider on monthly basis. The Service Provider will submit its bill on 1st day of every month. The payment will be released by the department only after satisfying itself regarding satisfactory cleaning of the building during the month as per terms and conditions.
16. The department shall deduct income tax at source (T.D.S) at the rate of 2% of the payment to be made to the Service Provider from time to time under section 194C(1) of the Income Tax Act, 1961.
17. The Service Provider will take all reasonable precautions to prevent any unlawful acts or disorderly conduct of its employees so deployed and for the preservation of peace and protection of persons and property of the department.
18. In case of the persons, so deployed by the Service Provider do not come up to the mark or perform their duties properly or indulge in any unlawful acts or disorderly conduct, the

Service Provider will take suitable action against such employees on the report of the department.

19. In case of any complaint/defect pointed out by the department, the Service Provider will immediately replace the particular person so deployed without further arguments.
20. The Service Provider will keep the department indemnified against all the loss caused to the Government Property by way of theft, mishandling or otherwise and the claims whatsoever in respect of the employees deployed by it at various points. The Service Provider will be responsible for paying the recovery of amount of any loss caused to the sanitary and public health fittings, electricals etc, of the Judicial Courts Complex.
21. The Service Provider shall provide services of sweepers on each and every working day, failing which the Department shall have the right to deduct the wages of the absentee sweeper from the monthly bills.
22. Each of the sweepers shall make his presence twice i.e at opening and closing hours daily before the authorized official/officer of the Department.
23. The Service Provider shall furnish a personal guarantee of its Managing Director/ Partner, guaranteeing the due performance by the Service Provider.
24. The Service Provider being the employer in relation to persons engaged/employed by it, to provide the services shall alone be responsible and liable to pay wages/salaries to such persons which in any case shall not be less than the minimum wages as fixed or prescribed under the **Haryana Kaushal Rozgar Nigam "Prescription of Nigam Wage Rates for supply of manpower"** for the category of workers employed by it from time to time or by the State Government and/ or any authority constituted by or under any law. He will observe compliance of all the relevant labour laws.
25. The Service Provider will have to produce the register of wages or the register of wages-cum-muster roll of the

preceding month along with the bill to be submitted on the 1st day of every calendar month for verification to the nominated official of Department. The Service Provider shall ensure that payment to these employees is made in the presence of an authorized representatives of the Department.

26. That the persons employed by the Service Provider for providing services as mentioned herein, shall be the employees of the Service Provider only and not of the Department. The Service Provider shall be liable to make payment to its said employees towards their monthly wages/ salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, and minimum wages, bonus, gratuity etc.
27. Department shall not be liable for any obligations/ responsibilities, contractual, legal or otherwise, towards the Service Provider employees/ agents directly and /or indirectly, in any manner whatsoever.
28. Service Provider shall obtain all registrations(s) permission(s)/ licensees etc. which are/ may be required under any labour or other legislation(s) for providing the services.
29. It shall be the Service Provider's responsibility to ensure compliance of all the Central and State Government rules and regulations with regard to the provisions of the services. The Service Provider indemnifies and shall always keep Department indemnified against all losses, damages, claims action taken against Department by any authority/ office in this regard.
30. The Service Provider shall comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour (Regulation and Abolition) Act 1970, if applicable. The Service Provider shall further observe and comply with all Government Laws concerning employment of staff employed by the Service Provider and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the agency is fully responsible to ascertain and understand the applicability

of various Acts, and take necessary action to comply with the requirements of the law.

31. The Service Provider shall maintain accurate accounts and records, statements of all its operations and expenses in connection with its functions.
32. The Service Provider shall forthwith upon being required by the Department allow Department or any of its authorized representatives to inspect, audit or take copies of any records maintained by the Service Provider. The Service Provider shall also cooperate in good faith with Department to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the Department. However, upon discovery of any discrepancies or under payment, the Services Provider shall immediately reimburse the Department for such discrepancies or overcharge.
33. The Service Provider shall at its own expenses make good any loss or damage suffered by the Department as a results of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time to the premises of the Department or otherwise.
34. The Service Provider shall at all times Indemnify and keep indemnified the Department against any claim on account of disability/ death of any of its personnel caused while providing the services within/ outside the site or other premises of the Department or which may be made under the Workmen's Compensation Act,1923 or any other Acts any other Statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working or there personnel of the Service Provider or in respect or any claim, damage or compensation under labour laws or other laws or rules made there under by any person whether in the employment of the Service Provider or not, who provided or provides the service at the site or any other premises of the Department shall be as provided herein before.

35. The Service Provider shall at all times indemnify and keep indemnified the Department against any claim by any third party for any injury, Damage to the property or person of the third party or for any other claims whatsoever for any acts of a commission or omission of its employees or personnel during the hours of providing the services at the Department's premises or before and after that.
36. That if at any time, during the process of providing the services or thereafter Department is made liable in any manner whatsoever by any order, direction or otherwise of any court authority or tribunal, to pay any amounts whatsoever in respect of or to any of present or ex personnel of the Service Provider or to any third party in any event the Service Provider shall immediately pay to the department all such amounts and costs also and in all such cases/ events the decision of the Department shall be final and binding upon the Service Provider. The department shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/ or from any pending bills of the Service Provider.
37. The Service Provider shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/ non-performance of services, which it may suffer or other wise incur by reason of any act of omission, negligence, default or error in judgment on part of itself and/ or its personnel in rendering or non-rendering the services.
38. The Department shall have the right to immediately terminate the services, if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangements for the benefits of creditors.
39. The Service Provider shall furnish to the Department all the relevant papers regarding its constitution, names and addresses of the management and other key personnel of the Services Provider and proof of its registration within the concerned Govt. authorities required for running such a business of Service Provider.

40. The Service Provider shall always inform Department in writing about any change in its address or the names and addresses of its key personnel. Further; the Service Provider shall not change its ownership without prior approval of the Department.
41. The Service Provider shall provide the services of at least one sweeper on each and every Sunday/ Holiday.
42. That charging of any kind of "training fee/ recruitment fee" etc. by the Service Provider shall be considered a malpractice and strict action shall be taken against the service providing agency found engaged in such malpractice.
43. Tenderers shall quote their lowest rates and details.
44. Rates quoted in the tender will remain unchanged during the contractual period. Under no circumstances rates revision will be allowed.
45. The tenderer shall examine all the instructions, terms and conditions and specifications in the tendered document. Failing to furnish any information required by the tenderer, in any respect, shall be at his own risk and may result in the rejection of the tender.

Sd/-
District and Sessions Judge,
Ambala.