

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 having sufficient and considerable experience in the greenery and plantation work of the complexes, on their letter head for allotment of contract of work of greenery and plantation of Judicial Courts Complex, Ambala and Judicial Courts Complex, Sub Division, Naraingarh. The tenderer will provide **5 Malis** for Judicial Courts Complex, Ambala and **2 Malis** for Judicial Courts Complex, Sub Division, Naraingarh.

The proper and efficient maintenance of all the gardens/lawns/green areas of both the complexes is to be done on all days of the week. The required material alongwith the equipment and the work force needed thereto shall be provided by the applicant/tenderer at his own cost for the complete greenery and plantation work of these complexes. The applicant/tenderer shall also ensure that the entire green area is properly cleaned and maintained. The contract shall be effective from 01.05.2024 to 31.03.2025. The last date for receipt of tenders will be 12.04.2024 till 4:30 P.M. 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 4.30 P.M.. 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 and cleanliness of all the gardens/lawns/green areas of Judicial Courts Complex, Ambala and Judicial Courts Complex, Sub Division, Naraingarh. Proper and efficient maintenance of these areas on all days of week. Plantation of ornamental plants as well as seasonal plants with pots and also to provide manure etc. for proper maintaining of plants. Time to time replacement of broken pots.

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 Agency staff of specific area of their deployment subject to further instructions of this department. All types of cleaning and maintenance work of the entire gardens/ lawns/green areas at places indicated above falling under the purview of this contract will be taken care of.

1. The gardens/ lawns/green areas to be cleaned daily and watered as per the requirement.
2. The manuring / trimming/ cutting of the plants be done as and when required.
3. Tools used for plantation and greenery work should be properly cleaned and maintained.

LIST OF MATERIAL AND ARTICLES

The material and tools needed for greenery and plantation work will be supplied by the contractor himself and this material will be used by his staff for day to day maintenance and cleaning of the aforementioned areas.

GENERAL TERMS AND CONDITIONS

1. The rates of wages to the Malis shall be determined as per **Haryana Kaushal Rozgar Nigam: Prescription of Nigam Wage Rate for supply of man power** 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. 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.
4. 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;
5. The wearing of uniforms by the gardening 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.
6. 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.

7. All the waste collected during the maintenance cleaning operation shall be placed at the place provided by the department daily.
8. The Service Provider shall not sublet the work.
9. The Service Provider will be responsible for the antecedents of the Malis to be engaged by it for day to day maintenance and cleaning of lawns/ gardens and green areas. It will maintain daily records of the names and the complete particulars of its workers which will be engaged for the greenery and plantation work and daily report shall be sent to the District and Sessions Judge, Ambala, through Office Superintendent.
10. The Service Provider will be responsible for the welfare of the Malis 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 Malis and other employees so engaged by the Service Provider.
11. The District and Sessions Judge, Ambala shall be at liberty to carry out inspection at any time by herself/himself or through her/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 work 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.
12. 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 greenery and plantation work of the Complexes during the month as per terms and conditions.

13. 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.
14. 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.
15. 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.
16. 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.
17. 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 property of the Judicial Courts Complex.
18. The Service Provider shall provide services of Malis on each and every day, failing which the Department shall have the right to deduct the wages of the absentee Malis from the monthly bills.
19. Each of the Malis shall make his presence twice i.e at opening and closing hours daily before the authorized official/ officer of the Department.
20. The Service Provider shall furnish a personal guarantee of its Managing Director/ Partner, guaranteeing the due performance by the Service Provider.
21. 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 Rate for supply of man power** for the category of workers employed by it from time to time . He will observe compliance of all the relevant labour laws.

22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. The Service Provider shall comply with the applicable provisions of all welfare legislation and more particularly

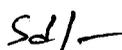
with the Contract Labour (Regulation and Abolition) Act 1970, if applicable. The Service Provider shall further observe and comply with all Government Laws concerning employment of staff employed by the Service Provider and shall duly pay all sums of money to such staff as may be required to be paid 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.

28. The Service Provider shall maintain accurate accounts and records, statements of all its operations and expenses in connection with its functions.
29. 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.
30. 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.
31. 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.

32. 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.
33. 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.
34. 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 otherwise 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.
35. 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.

36. 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.
37. 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.
38. 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.
39. Tenderers shall quote their lowest rates and details.
40. Rates quoted in the tender will remain unchanged during the contractual period. Under no circumstances rates revision will be allowed.
41. 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.


District and Sessions Judge,
Ambala.