

TERMS AND CONDITIONS FOR INVITING TENDERS FOR THE WORK OF
MAINTENANCE OF CLEANLINESS OF JUDICIAL COURT COMPLEXES
OF BATHINDA, SUB DIVISIONS PHUL AND TALWANDI SABO.

1. The application must be accompanied by refundable token amount of Rs.20,000/- in the shape of Bank Draft drawn on any scheduled Bank in favour of the Civil Judge (Senior Division), Bathinda. The aforesaid token amount shall not be accepted through cheque and cash. The aforesaid token amount of the successful agency shall be converted into performance security and shall be refunded without interest after the execution/completion of the contract. The purpose of the aforesaid token amount is to assess the bonafide of the tenderers to participate in the tender process. It is made clear that the aforesaid condition is mandatory and if tender is not accompanied by the token amount, then the application will be summarily rejected. The bank draft of unsuccessful tenderers shall be returned within 7 days of the acceptance of bid of successful tenderers.
 2. Application received through fax, email or without earnest money and not submitted on the prescribed form B attached with the present terms & conditions shall not be entertained.
 3. The agency applying will also fill the attached form "B". Bid should be put in a sealed envelope and super scribed by the words "BID FOR PROVIDING OF CLEANING AND SWEEPING SERVICES". The agency submitting the bid should give maximum information regarding themselves and capabilities, as they deem fit.
 4. The agency must be registered licensed undertaking and must have sufficient experience in the field and preferably in institution of kind and size and repute where similar services have been provided by them.
 5. Form should be signed by the authorized signatory alongwith the seal of the agency, company, undertaking. The agency is free to quote rates. This rate shall be inclusive of all the applicable taxes, cess etc. including the Goods and Services Tax (GST) and it shall also include any taxes, cess etc. whether direct or indirect, to be levied or imposed in future by any Municipal Law, State Law, Central Law or any other Rules and Regulations. Correction/over-writing, if any, should be authenticated under the signatures of the authorized person.
 6. The authorities may like to have live demonstration by the agency and shortlist the parties on the basis of equipments, experience, manpower and quality of material intended to be used, capability and suitability.
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7. The successful bidder shall also have to furnish the security in the shape of fixed deposit, equivalent to the amount of tender cost, in favour of District & Sessions Judge, Bathinda, which shall be handed over after the faithful execution / completion of the contract. It is also made clear that aforesaid condition may be altered as per discretion of the District & Sessions Judge, Bathinda. The security shall be submitted within a period of ten days from the date of allotment of work. However, the period of submission may be further extended as per discretion of the District & Sessions Judge, Bathinda.
 8. The validity of the offer shall be for the period of one year from the date of award and the finally approved and determined rates will remain in force for one year from the date of award of contract with a provision to extend further for a year-to-year basis on the same terms and conditions and rates or as may be negotiated mutually and approved by the office subject to the satisfactory performance and compliance of terms and conditions of contract. No request for the increase of rates will be entertained during the pendency of prevailing period. If the contract is extended after one year at the rates as determined as per the terms and conditions of the allotment, in such case the agency shall be bound to continue to provide the services and under no circumstances the agency will be allowed to exit/quit during the course of extended contract period. In case of failure to comply with these conditions, the earnest money and security amount shall stand forfeited automatically and shall also be liable to pay damages/compensation equal to the costs incurred by the office in making alternative arrangements besides the black listing of the agency.
 9. Running payments will be made to the contractor on monthly basis. He will submit his bill on first day of every month. The payment will be made through the mode suggested by the Competent Authority only after satisfying itself regarding satisfactory cleaning of the building during the month as per terms and conditions and compliance of the prevailing labour laws and other laws.
 10. The department shall deduct income tax at source (T.D.S.) at the stipulated rate of the payment to be made to the contractor from time to time under relevant provisions of the Income Tax Act, 1961 and amended from time to time.
 11. This is made clear that lowest aggregate rates quoted by the agency shall not be sole criteria for awarding the contract, but for this purpose the past experience, number of persons to be engaged and availability of modern equipments to be used in execution of work would be an important factor to consider the award of contract. Thus, the agency at the time of submissions of bid / application shall mention the details of such
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equipment including the make, model, capacity etc as well as experience of person who may handle such equipment. After the contract is entered, agency shall maintain a permanent inventory of such articles and bring them to regular use and such inventory can be got checked by District & Sessions Judge, Bathinda or any Authorized person on his behalf randomly. Further, the contract awarded shall be commercial agreement and not for creating any employment. The District & Sessions Judge reserves his rights to negotiate the rates as well as the terms and conditions as it may deem necessary before allotting the contract.

12. **DESCRIPTION OF WORK:** - The Agency will be required to clean, Court Rooms, Retiring Rooms, Pantry, Record Rooms, Staff Rooms, Common area, Stairs, Ramps, Balconies, Bathrooms on all the floors along with roof terraces and facade of the entire building, security room, road/parking area/open drains, Canteen, Basement and surroundings at the prescribed intervals as well as any other item, equipments, fitting, furniture including carpets mats etc. within the Complex. The Agency has to engage suitable number of female workers for the cleaning and sweeping of the ladies washrooms. ~~Agency is required to clean all the area i.e. Open area as well as covered area within the boundary wall of the Court Complex.~~ This description of work will also include detail of works as mentioned in the application for inviting tender in addition to the above-mentioned works.

- ☐ The term 'Court Complex' wherever mentioned in this contract for the purpose of cleanliness, shall include not only the constructed portion but the entire premises including the Gardens, Green Parks, Grassy Patches, Parking Areas, Stairs, Ramps and all the Rooms; whether or not they are being used regularly or not.
- ☐ The Service Provider shall also be duty bound to maintain cleanliness of all the open space including footpaths, walking area not only within the premises but also on the outside perimeter of the same.
- ☐ Cleaning would include cleaning of curtains, carpets, buckets, wash-basin, toilet seats and other items in toilets, dry and wet scrubbing of floor area of the entire building, dusting/cleaning of windows, chandeliers, doors, almirahs furniture, fans, tubes, electric fitting, sanitary fitting, glass pans, equipments, computers and all appliances, subservient to the use of the premises etc. So as to stain free and removal of cobwebs.
- ☐ The Cleaning Agent shall be non acidic and non corrosive. It should not damage or diminish shine of any of the fitting and fixtures.
- ☐ The Service Provider shall make use of all the modern equipments for cleaning the Floor, Window Panes etc. The Service Provider shall ensure that the Window Panes installed at a certain height on the outer walls of the buildings are also cleaned regularly from outside, using modern technology while ensuring the safety of all the employees.
- ☐ It shall be responsibility of the Service Provider to ensure that there is no violation of any Labour Laws like the Minimum Wages Act, 1948, the Employees State Insurance Act, 1948 or other similar Acts or Rules applicable to such employees. Any violation thereof shall be the sole responsibility of the Service Provider and shall also be a ground for cancellation of the agreement with forfeiture of the security amount.

- ☐ The above said amount of Agreement is inclusive of all the applicable taxes, cess etc. including the Goods and Services Tax (GST) and it shall also include any taxes, cess etc. whether direct or indirect, to be levied or imposed in future by any Municipal Law, State Law, Central Law or any other Rules and Regulations.

- ☐ Without prejudice to the generality of the foregoing, the agency will be required to perform regular cleaning general duties.

13. **LIST OF MATERIALS AND ARTICLES.**

The following materials and articles will be supplied by the contractor himself and will be used by his staff: -

Sr.No.	Name of the Material	Sr. No.	Name of Material
01	Soft Brooms/ Fine Fibered Jharu/ Pocha	10	Toilet Air Freshener
02	Phenyl liquid	11	Room Air Freshener
03	Naphthalene Balls	12	Glass Cleaner
04	Harpic (Liquid Toilet Cleaner)	13	Mosquito repellent
05	Detergent Powder	14	Hand towels
06	Surf	15	Paper Napkins
07	Wiper	16	Diffusers
08	Toilet Cleaning Brush	17	Sanitizers,
09	Soap	18	And other such similar items used for cleanliness purpose or keeping hygienic atmosphere and suitable ambiance

All the articles should be of Govt. approved brands. At the discretion of the Learned District and Sessions Judge, Bathinda, the Service Provider shall ensure that all the equipments and materials to be used under this Agreement shall be ISI branded and the same shall also be replaced regularly, as and when required.

13. **PERIOD OF CONTRACT:** - The contract shall be for the period of one year from the date of actual taking over the contract. However, the contract may be extended further by the competent authority subject to satisfactory performance of the work/project.

14. **REGULAR CLEANING-GENERAL DUTIES.**

- (i) Clean all Court Rooms, staff rooms including attached balconies twice a day and all common areas including litigant sheds, stairs, bathrooms and corridors thrice a day before 9.30 AM at 1.00 PM and after 4.30 PM (Timing may be changed as per requirements) and at more frequent intervals as may be directed by the office, time to time.
- (ii) An extensive cleanliness drive would be undertaken at least once every month, on any non-working day, where all the sweepers shall clean the entire Court Complex, its surroundings, including Terraces, Window Panes, Ventilators, Window's Walk (i.e. the portion over which the compressors of Air Conditioners are installed), Blinds and Shades installed over windows etc. after removing all the furniture where the same is permanently stationed.

- (iii) Within the constructed portion, the Service Provider shall also maintain the cleanliness of the entire furniture and fixtures including Fans, tube-lights, Air Conditioners, Exhaust Fans, Doors, Concrete or Iron Grills, Windows, Switch Boards, Sanitary Fittings, Tiles etc.
 - (iv) Clean all glass panes, china ware, sanitary fitting etc. with standard cleaning agents periodically and dry thereafter so as to ensure that glass and shine do not fade or diminish.
 - (v) Clean spotlessly all the articles in the rooms, bathrooms-toilets and in common areas and arrange neatly thereafter.
 - (vi) Perform pest control operations in all the rooms, public area-open area/drains as frequently as required so that at no time rats, flies, lizards, mosquitoes, insects, pets etc. are seen.
 - (vii) Provide naphthalene balls, cakes or any other such kind of material in urinals daily.
 - (viii) Clear choked, floor traps, W. Cs etc.
 - (ix) Clear garbage, fallen leaves, dirt etc. in Open areas such as parking lots, lawns, internal roads etc. and surrounding once daily.
 - (x) Clean the roofs/terraces of all the buildings at least once in a month and as and when required to prove cleanliness and stain free appearance.
 - (xi) Dispose of solid waste outside the Court Complex in accordance with the applicable Municipal and other laws.
 - (xii) Cleaning would be done in case of open drains, rain water, duct Manholes, Septic Tanks, Water Tanks, daily in rainy Season, in the case of window glass panes from inside & cobwebs once in week and in case window glass panes from outside/electric fitting once in a fortnight.
 - (xiii) The designated official(s) will inspect at least once each day and usually at 9:35 AM, the cleaning operations performed by the Agency in external/internal areas. The Agency will be bound to rectify defects pointed out to him on the spot, failing which the undersigned will be entitled to take action as per the penalty clause.
 - (xiv) Without prejudice to the generality of the above, the Agency shall carry out such other jobs relating to the contract as may be assigned to it by this office from time to time without any delay.
 - (xv) While floors are being cleaned, "Wet Floor" Sign should be displayed to avoid any inconvenience or mishap on account of slippery floor.
 - (xvi) For the purpose of proper identification of persons deployed by the Contractor at various points, the contractor 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.
 - (xvii) The contractor will not sublet the work of Tender.
 - (xviii) At least two persons must be available at each floor during the working hours.
15. The Agency will be required to ensure best cleaning and Sweeping Services and must have the equipments in good working conditions with them to provide cleaning of Facade. Window panes, building Walls and floors as per requirement of the office. The Agency should have among others at least have Dry Vacuum Cleaner.

16. The Agency will deploy such number of Supervisors for better coordination and best quality services cleaning and sweeping.
17. The office reserves the right to get the services done from other parties at the cost of the Agency, if the services provided by the Agency are not found as per the prescribed standard wholly or partly.
18. The Agency will engage its own workers and equipments to execute the allotted work satisfactorily. Such persons engaged by the Agency shall be its employees for all intents and purposes. None of the staff or his/her of the Agency shall have any right to lay a claim against this office for the death, injury, disability arising out of the work being carried out in pursuance of this contract or to employment, damages, dues or claims as of being workman of Agency working in the Judicial Complex. The workers of the Agency shall have to undergo Police Verification and the Verification report to this effect shall be submitted by the Agency to this office. The Service Provider shall ensure that none of the Sweepers or any staff members have any criminal background and/or having any criminal litigation/FIR pending against them.
19. **UNIFORM:** Wearing uniform by the Sanitation Staff deployed for the duty in the Judicial Court Complex shall be compulsory. The uniform as approved (to be approved by the District & Sessions Judge, or Authorized Judicial Officer) and colors coding will be supplied to them by the contractor at his own cost. Any persons found without uniform can be penalized by amount of fine of Rs.50/- or as may be considered just and proper which shall be recovered from the contractor from the monthly bill. The District & Sessions Judge/Authorized Judicial Officer may, however, increase the amount of penalty in case of repeated default.
21. This office shall not in any manner concerned with the internal affairs of the Agency i.e., Dispute and dissolution etc. or affairs concerning any other affairs between Management/ Agency and Workers & workers and workers or any mishap during carrying on this job.
22. **INDEMNITY CLAUSE:**
The service provider shall indemnify and hold harmless the department from any and all claims, demands, losses, cause of action, damages, law suits, judgments including Lawyer's fee and cost amount out of or relating to the work of service provider.
23. **FORFEITURE CLAUSE-** In case of violation of terms and condition of contract and non-providing of services/inferior quality services, this office reserves its right:
 - a) To terminate the contract without any notice and it will amount to forfeiture of security deposit made by the tenderer at the time of inception of contract. This office further reserves its right to blacklist the agency/tenderer from future assignments.
 - b) Breakdown of services of Rs.1000/- per day.

- c) The penalty @10% of the monthly value of the contract shall be imposed for non commencement/non performance of the work. The District & Sessions Judge, Bathinda, shall have the power to condone the delay, reduce or remit the penalty so imposed to any extent, on written application of the contractor in case the authority competent to do so finds that the grounds given by the Contractor are reasonable and satisfactory.
- d) The Agency shall be liable for any loss to this Office, caused due to theft/breakage attribute to its employees/workers and representatives or for any other acts of omission or commission of its staff. The Amount of penalty imposed will be recovered from the monthly bills of the Agency and security deposit.
24. The Agency shall be duty bound to render the cleaning services in respect of the area for which the contract has been allotted to the entire satisfaction of the District & Sessions Judge/Authorized Judicial Officer/ Committee of Judicial Officer.
25. Failure to discharge the contractual obligations or for providing inferior quality of services continuously by the Agency, this office reserves the right to cancel the contract/ tender up to five years and the security deposit shall be forfeited in whole.
26. The contract, if awarded for a specific period, can be terminated at any time without assigning any reason, including suppressions of material facts or false representation by the agency, whatsoever, even before the expiry of the contract period.
27. The aforementioned terms and conditions, shall be binding and operative between the Agency and this office.
28. All disputes and differences between the parties arising out of this agreement including interpretation of any condition or covenant thereof shall be referred for arbitration. The Arbitrator shall be decided by the District & Sessions Judge, Bathinda and he shall be the sole arbitrator. The language of the arbitration proceedings shall be in English. The arbitration award shall be final and mandatory for the parties. The Venue of the Arbitration proceedings shall be Bathinda. Pending decision on dispute or till the arbitral award is published, the parties shall continue to perform their respective obligations under the agreement without prejudice. The contractor will not be entitled to raise any objection that the Arbitrator is officer of the department with which contract has been made.

UNDERTAKING

I/We undertake to provide Cleaning & Sweeping Services of the Office strictly as per the specifications and schedule of frequency mentioned in the form. I/We will execute the contract truly and faithfully as set forth in the terms and conditions of contract letter. I/We shall be responsible for all the complaints as regard the quality of service etc.

SIGNATURE OF CONTRACTOR

WITH SEAL & DATE.

**PARTICULARS OF THE AGENCY FOR PROVIDING MANUAL CLEANING
AND SWEEPING SERVICES**

FORM-B

1. Name of agency _____
2. (a) Status of agency (individual,
Partnership Firm/Pvt. Ltd. Company,
Society
(b) Registration No. _____
Please attach copy of registration
Certificate)
(c) Established in (year) _____
3. Permanent Address _____
4. Telephone/Mobile _____
5. Fax No.E-mail I.D. _____
6. Authorized Signatory _____
7. P.F Regn. No.
(Please attach copy) _____
8. ESI Regn No.
(Please attach copy) _____
9. Service Tax Regn. No.
(Please attach copy) _____
- 10.PAN No. of agency
(Please attach copy) _____
- 11.TAN No. of agency
(Please attach copy) _____
- 12 Number of employees at present
Working with agency _____
13. Number of present clients with list _____
14. Turnover of Last three years _____
15. Modern equipments to be used _____
16. Details of monthly material to be supplied
to labour for the purpose of the contract _____
17. Number of employees to be engaged
for the performance of contract _____

18. Work Experience

19. Performance Reports from clients for
the last three years
(to be attached preferably from any star
Catering Hotels/Renowned Institution)

20. Details of Demand Draft no.

Amount Rs. _____/-

Signature of contractor
With seal