OFFICE OF THE DISTRICT & SESSIONS JUDGE, HISAR

TENDER NOTICE

Sealed tenders are invited from reputed, competent and responsible outsource companies/organizations/agencies (holding licence under the Contract Regulation and Abolition Act, 1970) for allotment of work contract of sweeping, cleanliness and sanitation in Judicial Complexes at Hisar and Hansi for a period upto 31.03.2026. The covered area and the open area for the purpose of sweeping, cleanliness and sanitation work in the above said Judicial Complexes are given below :-

Sr. No.	Name of Building	Area
1.	Old Judicial Complex	
i)	Ground Floor	53411.24 Sft.
ii)	First Floor	21362.00 Sft.
iii)	Second Floor	21362.00 Sft.
2.	New Building of Judicial Complex	
i)	Ground Floor	11190.00 Sft.
ii)	First Floor	10900.00 Sft.
iii)	Second Floor	10900.00 Sft.
3.	3. Entire open area surrounding the Judicial Complex	
	Excluding all the buildings of Judicial Complex	43319.81 Sft.
4.	Judicial Malkhana	3162.65 Sft.
5.	Judicial Lockup (including male & female toilets)	1668.42 Sft.
6.	ADR Centre	

JUDICIAL COMPLEX, HISAR

i)	Ground Floor	5776.10 Sft.
ii)	First Floor	5299.81 Sft.
7.	Advocate sitting area	18675.43 Sft.

HANSI SUB DIVISION

Particulars	Area
Front Parking	30848 Sft or 2865.78 Sqm
Court Building between Lawyer Chamber	11500 Sft or 1068.35 Sqm
Main Building (Ground Floor)	14490 Sft or 1346.12 Sqm
Main Building (First Floor)	14190 Sft or 1318.25 Sqm
Residences road area	4059 Sft. or 377.08 Sqm
Total	75087 Sft or 6975.58 Sqm

The following work will be required to be done by the outsourcing organization/agency :-

- 1. Toilets to be cleaned twice a day and also as and when required.
- 2. All room/chambers/outside varandahs to be cleaned with broom and wet mop daily.
- Waste baskets/bins to be emptied atleast twice a day or as and when required.
- 4. Outdoor's broom sweeping and garbage disposal twice a day.
- 5. Fire fighting extinguishers to keep dust free at all times.
- 6. All stairs to be cleaned daily/weekly with water or as and when required.
- Sanitary fixtures like wash-basins, glazed tiles, WC, urinal flooring, sinks, waste baskets, water coolers etc. are to be cleaned with acid/vim once a week or as and when required.
- 8. Floor scrubbing is to be cleaned weekly. In addition, daily cleaning of rooms with black phenyl and detergent or as and when required.

- 9. The cleaning agent should be non-acidic and non corrosive so that it will not damage or diminish shine of all the fittings and fixtures.
- 10. Entire open area surrounding the Judicial Complexes, Hisar and Hansi to be cleaned on daily basis.

Tenderer will be responsible for employment of 05 Sweepers at Hisar and 02 Sweepers at Hansi. The detailed terms and conditions alongwith application form can be obtained from this office as well as official website https://districts.ecourts.gov.in/india/haryana/hisar/ tender.

Interested companies/organizations/agencies may submit their tenders in this office upto <u>19.03.2025 by 4:30 PM</u>. The tenders so received will be opened on 24.03.2025 at 4:00 PM by the Committee to be constituted for the purpose, in the presence of tenderers. This office will not take any responsibility for any postal delay and tenders received after due date will not be accepted. Any other information be obtained from this office during working hours.

Conditions :-

- 1. Conditional and telegraphic tenders shall not be accepted.
- 2. Undersigned reserves the right to accept or reject any or all the tenders without assigning any reason.
- 3. Registration number is necessary.

Dated :- 03.03.2025

Sd/-District and Sessions Judge, Hisar.

TERMS AND CONDITIONS

- a. That the agreement shall remain in force upto 31.03.2026. However, contract can be extended further by the competent authority subject to the satisfactory performance of the work/project by the Service Provider.
- b. The contractor/agency etc. shall be responsible for sweeping, cleanliness and sanitation work of respective Judicial Courts Complexes at Hisar Headquarter and Sub Division, Hansi including surrounding area and for proper and efficient cleaning on all days of week except Sunday, of all floors including entrance, lounges, staircases/ramps, corridors, rooms, toilets, etc. including all sanitary fitting i.e. urinals, wash basins, glazed tiles, sinks, water coolers etc. with brooms and swabbing them with water mixed with detergent and liquid phenyl etc. including dusting of the Courts' diases and furniture, cleaning of rooms, terrace, projections, all approach roads, walls, removal of webs, cleaning of related parts parks and car garages and court rooms, retiring rooms, Record Rooms (including open and covered area) Staff rooms, common area, Balconies, bathrooms on all the floors alongwith roof terraces and facade of the entire building on the prescribed intervals as well as any other item. Equipments, fittings, furniture, fixtures including carpets mats etc. within the complex. Cleaning would include cleaning of buckets, wash basin, toilets seats and other items in toilets. Placing of fresh air fresheners, soap and toilet rolls in bathrooms/toilets. Cleaning of toilets, dry and wet scrubbing of floor area of the entire building dusting/cleaning of windows, doors, almirahs furniture, fans, tubes, electric fittings, sanitary fittings, glass, panes, windows panes equipments, computers and all appliances subservient to the use of the premises etc. so as to keep them 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 fittings and fixture. Without prejudice to the generality of the foregoing the agency shall be required to perform regular cleaning general duties.
 - (i). That the toilets shall be cleaned at least twice a day and also as and when required.
 - (ii). That all rooms shall be cleaned with broom and wet mop daily.
 - (iii). That the waste baskets shall be emptied at least twice a day or as and when required.

- (iv). That outdoor broom, sweeping and garbage shall be disposed of twice a day.
- v). That spider webs of Courts Rooms, Chambers, Ahlmad and Stenos Rooms etc. as well as roof of the buildings shall be cleaned at least once in a month and also as and when required.
- (vi). That the fire extinguishers shall be kept dust free at all times.
- (vii). That window glasses/wire mesh shall be cleaned weekly/daily with Colin and Detergent or as and when required.
- (viii). That floor scrubbing shall be made weekly, in addition, daily cleaning of rooms with black phenyl and detergent or as and when required.
- (ix). That the doors/water buckets in each room shall be cleaned daily and weekly with water/ detergent or as and when required.
- (x). The electrical fitting shall be cleaned daily/fortnightly by dusting with cloth Colin/brushing as the case may be as and when required.
- (xi). That sanitary fixture like wash basins, Glazed tiles, A.C. W.C. Urinal floorings, Sinks, Waste Baskets, Mugs, Water Coolers etc. shall be cleaned with Acid with Acid /Vim once a week or as and when required.
- (xii). That the Service provider will use the machines for cleaning purposes free of cost.

GENERAL TERMS AND CONDITIONS

- That the rates of the wages of all 07 Sweepers shall be as per the instructions contained in letter No. 16/71/2021-3GS-II dated 19.01.2022 of the Haryana Government and Notification dated 19th January, 2022 of General Administration Department (General Services-II Branch) of Haryana Government relating to wages etc.
- 2. That the contractor will provide the service even on holiday/Sunday only as and when required.
- 3. The Service Provider shall given enumeration to person deployed as per the instructions contained in letter No. 16/71/2021-3GS-II dated 19.01.2022 of the Haryana Government and Notification dated 19th January, 2022 of General Administration Department (General Services-II Branch) of Haryana Government relating to wages etc.
- 4. The Service Provider will deposit the Employee Provident Fund from the wages of the labourers so engaged as per the instructions contained in letter No. 16/71/2021-3GS-II dated 19.01.2022 of the Haryana Government and Notification dated 19th January, 2022 of General

Administration Department (General Services-II Branch) of Haryana Government relating to wages etc.

- 5. The penalty @ 2% of the monthly wages of the contract shall be imposed for non-commencement of the work. District & Sessions Judge, Hisar shall have the power to condone the delay, reduce or remit the penalty so imposed to any extent, on your written application, in case the grounds given by you are reasonable and satisfactory.
- 6. The decision of the District & Sessions Judge, Hisar with regards to the quality or work, services done by the Service provider shall be final and acceptable to the Service Provider. The Service Provider will thereof. Rectify the defect so pointed out without any extra payment.
- 7. For the purpose of properly identification of the persons deployed at various points the Service Provider shall itself provide them the Uniform, Identity Card. Identification Documents and they shall be duty bound to display the identity Cards at the time of duty.
- 8. The wearing of uniforms by the sanitation Staff deployed for duty in the Judicial Courts Complexes 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 & Sessions Judge Hisar may however, increase the amount of penalty in the case(s) or repeated default as deemed fit.
- 9. 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 person and the Department, either implicit or explicit. The service provider shall ensure that employees are medically fit and free form communicable diseases. The antecedents of the person to be provided by the Service provider will be got verified from the appropriate authority at its own level.
- The daily operation of sweeping, swabbing and cleaning of all the area as mentioned above shall be finished between 07:30 AM to 09:30 AM. Thereafter the sweepers shall remain present from 10:00 AM to 5:00 PM for maintaining the level of cleanliness.
- 11. Supervisor of the service provider shall also remain present till 03:00 PM every day at the site for attending the complaints regarding sweeping, swapping and cleaning of the building. The persons

deployed by the service provider shall only be meant for working at Court premises and those persons shall not be assigned any other work at other sites by service provider.

- 12. All the waste papers collected during cleaning operation shall be placed at the place provided by the department daily.
- 13. The service provider will be responsible for any kind of damage to the furniture, electrical & 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.
- 14. The service provider shall not sublet the work.
- 15. 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 particulars of its workers which will be engaged for the cleaning operation and daily report shall sent to the District & Sessions Judge, Hisar through Office Superintendent.
- 16. 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.
- 17. The District & Sessions Judge, Hisar shall be at liberty to carry out inspection at any time by himself or through his representative of the department, without any prior notice. During such inspection 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 & Sessions Judge or the Hon'ble High Court of Punjab & Haryana will be final in this regard.
- 18. 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 condition.
- 19. All payments made by the Department shall be subject to deduction of tax, wherever applicable as per the provisions of the Income Tax Act, 1961.

- 20. In case of unsatisfactory work, the District and Sessions Judge, Hisar will also have the right to terminate the contract after giving a notice of one week.
- 21. The service provider will take all reasonable precautions to prevent any unlawful acts or disorderly conduct of its employees so deployed and or the preservation of peace and protection of persons and property of Department.
- 22. In case of 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.
- 23. In case of any complaint/defect pointed out by the Department, the same will be immediately replaced the particular person so deployed without further arguments.
- 24. 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 its at various points. The Service Provider will be responsible for payment the recovery of amount of any loss caused to the sanitary and public health fittings, electrical etc. of the Judicial Court Complexs.
- 25. The Service Provider shall provides services of 07 sweepers as per the agreement 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.
- 26. The Service Provider shall furnish a personal guarantee of its Managing Director/Partner, Guaranteeing the due performance by the Service Provider of its obligations under this agreement.
- 27. The Service Provider being the employer in relation to persons engaged/employed by it to provide the services under this agreement shall alone be responsible and liable to pay wages salaries to such persons as per the instructions contained in letter No. 16/71/2021-3GS-II dated 19.01.2022 of the Haryana Government and Notification dated 19th January, 2022 of General Administration Department (General Services-II Branch) of Haryana Government relating to wages etc.
- 28. The Service Provide will have to produce the register of wages or the register of wages-cum-master roll of the preceding month alongwith the bill to be submitted on the 1st day of every calendar month for verification to the Nazir of this office.

- 29. It is understood between the parties hereto that the Service Provider alone shall have the right to take disciplinary action against the person(s) to raise any dispute and/or claim whatsoever against Department. Department shall under no circumstances be deemed to treat as the employer in respect of any persons engaged employed by the Service Provider for any purpose, whatsoever no would Department be liable for any claim(s) whatsoever, of any such person(s).
- 30. Service Provider shall obtain all registration(s)/ permission(s)/Licence
 (s) etc., which are may be required under any labour or other legislation(s) for providing the services under the agreement.
- 31. 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 under this agreement. 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.
- 32. The Service Provider shall maintain accurate accounts and records statements of all its operation and expenses in connection with its functions under this agreement is the manner specified by the Department.
- 33. 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 connect 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 Service Provider shall immediately reimburse the Department for such discrepancies or overcharge.
- 34. 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 of omission, negligently or otherwise of its personnel while providing the said services at any time to the premises of the Department or otherwise.
- 35. The Service Provider shall at all times indemnify and keep indemnified that 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, which may be made under

the Workmen's Compensation Act, 1923 or any other Acts or any other Statutory modifications thereof or otherwise in respect of any claim for damage or compensation payable in consequences of any accident or injury sustained by the working of their personnel 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 services at the site or any other premises of the Department shall be as provided hereinbefore.

- 36. The Service Provider shall at all time 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.
- 37. The successful bidder shall also have to submit the security @ 10% of the total contractual amount in the shape of FDR issued by a Nationalized Bank, which can be forfeited in case of any default. The said FDR shall be released/refunded after successful completion of the contract.
- 38. In the event of failure of the Service Provider to provide the services or part thereof as mentioned in this agreement for any reasons whatsoever, the Department shall be entitled to procure services from other sources and the Service Provider shall be liable to pay forthwith to Department the difference of payments made to such other sources, besides damages at double the rate of payment.
- 39. 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 effort in judgment on part of itself and or its personnel in rendering or non-rendering the services under the agreement.
- 40. The Department can terminate this agreement by giving one week written notice to the Service Provider without assigning any reason and without payment of any compensation thereof.
- 41. If Service Provider commits breach of any covenant of any clause of this agreement Department may send a written notice to the Service Provider to rectify such breach within the time limit specified in such notice. In the event Service Provider fails to rectify breach within the stipulated time, the agreement shall forthwith stand terminated and

Service Provider shall be liable to pay for losses or damages on account of such breach.

- 42. The Department shall have the right to immediately terminate this agreement if the Service Provider becomes insolvent, ceases its operation, dissolves, files for bankruptacy or bankruptacy protection, appoints receivers, or enters into an arrangement for the benefits or creditors.
- 43. The agreement is executed on the basis of the current management structure of the Service Provider. Henceforth, any assessment of this agreement in part or whole, to any third party without the prior written consent of Department shall be a ground for termination of this agreement forthwith.
- 44. 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 Service Provider and proof of its registration within the concerned Govt. authorities required for running such a business or Service Provider.
- 45. 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.
- 46. All disputes and differences between the parties to this agreement relating to or arising out of or concerning this agreement including interpretation of any condition or convent thereof shall be referred for arbitration to the Principal Judge, Family Court, Hisar. The arbitration award shall be final and binding on the parties. The venue of the arbitration proceedings shall be at Hisar. During the pendency of arbitration process the parties shall continue to perform their respective obligation under the agreement without prejudice to the final adjustment in accordance with award. The parties will not be entitled to raise any objection that the Arbitrator is officer of the department with which contact has been made.

- 47. The aforementioned terms and conditions, shall be binding and operative between the Agency and this office.
- 48. It shall be the responsibility of the 'Agency' to deposit all taxes, including the ESI, EPF and Service Tax/ GST or any other cess in respect of personnel employed by it regularly with the respective department, if any leviable
- 49. That material and articles i.e. Phenyl Liquid, Detergent Washing Powder, Homocol Tablets, Acid, Liquid Soap, Collin, Odonil, Glass Duster, foam, Toilet Brush, Coarse Fibred Jaru(Jharu Bans), Fine fibred Jharu, Floor Duster, Hession Cloth etc. will be supplied by the Department to the Service Provider which shall be used for day to day sweeping, swabbing and cleaning operation at the site.
- 50. The contract may be terminated on any of the following contingencies:
 - a) On the expiry of the contract period

or

b) For committing breach of any of the terms and conditions of the contract by the Service Provider.

or

d) On assigning the contract or any part thereof or any benefit or interest therein there under by the Service Provider to any third person for sub-letting the whole or a part of the contract to any third person.

Or

- e) On being Service Provider declared insolvent by competent Court of law. During the notice period for termination of the contract, in the situation contemplated above, Service Provider will keep on discharging your duties as before till the expiry of notice period. It shall be the duty of Service Provider to remove all the persons deployed by the Service Provider on termination of the contract on any ground whatsoever and ensure that no person create any disruption/hindrance/problem of any nature to this Sessions Division.
- 51. In case, the Service Provider want to terminate the contract, two month's notice will have to be given to this office.

District and Sessions Judge, Hisar.

FORM TO BE FILLED BY THE AGENCY FOR PROVIDING SWEEPING, CLEANLINESS AND SANITATION SERVICES

PART - A

Sr. No.	Description	Particulars to be filled.
1	Name of agency	
2.	(a) Status of Agency (individual, partnership firm/ Pvt. Ltd. Company, Society)	
	(b) Registration No. (Please attach photo copy of Registration Certificate)	
	(c) Establishment (Year)	
3.	Permanent address	
4.	Telephone/Mobiles Number	
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 Number of Agency (Please attach copy)	
11.	TAN Number 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.	Performance Report from Clients (to be attached preferably from any start catering Hotels/ Renowned institution).	

SIGNATURE WITH SEAL