

OFFICE OF THE DISTRICT AND SESSIONS JUDGE, PATIALA

TENDER NOTICE

Separate tenders are invited from reputed willing competent outsource organizations/agencies having sufficient experience in the field of allotment of contract of work of maintenance and cleanliness of Judicial Court Complexes at Patiala/Rajpura/Nabha/Samana for the period **01.04.2024 to 31.03.2025**. The covered area alongwith the open area of Court Complexes is given below:-

Patiala:

1.	Parking / Vacant Area	66,760.56 Sq. Foot
2.	Ground Floor	55,233.99 Sq. Foot
3.	First Floor	48,963.78 Sq. Foot
4.	Second Floor	47,261.97 Sq. Foot
5.	Third Floor	37,444.77 Sq. Foot
6.	Fourth Floor	30,763.89 Sq. Foot
7.	Fifth Floor	31,081.86 Sq. Foot
8.	Sixth Floor	30,445.92 Sq. Foot
	Total Sweeping Area	3,47,956.74 Sq. Foot

Rajpura:

1.	Parking	6,970 Sq. Foot.
2.	Vacant Area	17,223 Sq. Foot
3.	Ground Floor	27,982 Sq. Foot
4.	First Floor	27,527 Sq. Foot
5.	Second Floor	27,527 Sq. Foot
6.	Third Floor	642 Sq. Foot
	Total Sweeping Area	1,07,871 Sq. Foot

Nabha:

1.	Parking / Vacant Area	23,787 Sq. Foot.
2.	Ground Floor	26,037 Sq. Foot
3.	First Floor	22,536 Sq. Foot
	Total Sweeping Area	72,360 Sq. Foot

Samana:

1.	Parking / Vacant Area	2,19,866 Sq. Foot.
2.	Ground Floor	28,900 Sq. Foot
3.	First Floor	28,100 Sq. Foot
	Total Sweeping Area	2,76,866 Sq. Foot

Proper and efficient cleaning thrice a day and on all days of the week except Sundays on all the floors of the complex, which includes entrance, car parking, corridors, rooms, toilets including all sanitary fittings. This includes cleaning of windows, dusting of Court rooms, door window panels, grills, terraces, protections, removal of webs, sweeping of approaching passages, car garages. The tender be submitted for employment of adequate number of sweepers and supervisors. The details terms and conditions alongwith application form can be obtained free of cost from the Office of Civil Judge, Senior Division, Patiala on any working day by hand/by post/by sending a self address adequately stamped envelope. Last date for the receipt of tenders will be **21.03.2024 till 04.00pm**. Tender will be opened in the presence of contractors or their authorized representatives on **27.03.2024 at 2.00 pm** in the Conference Room of District Legal Services Authority, Patiala. This Office will not take any responsibility for any postal delay and tenders received after due date will not be entertained. The outsource organizations/agencies of whom tender will be accepted have to deposit one month amount in shape of FDR in the name of Learned District & Sessions Judge, Patiala as security and the same will be returned after the expiry of contractual period. Any other information may be obtained from telephone No. 0175-2212089 on any working day. The complete details and terms and conditions can be viewed from the official website of District Courts Patiala i.e. <https://districts.ecourts.gov.in/patiala>.

Sd/-
Civil Judge (Sr. Division)
Patiala

TERMS AND CONDITIONS

1. The form(s) must be accompanied by refundable earnest money of Rs.10,000/- (Rupee Ten Thousand) in the shape of Bank Draft drawn on any scheduled Bank in favour of the District & Sessions Judge, Patiala. The amount of earnest money shall not be accepted through cheque and cash. The earnest money of the successful agency shall be converted into performance security and shall be refunded without interest after the faithful execution/completion of the contract.
2. Form(s) received through fax, email or without earnest money and not submitted on the prescribed form shall not be entertained.
3. The agency applying will also fill the attached form(s) “B”. Bid should be put in a sealed envelope and superscribed by the words “**BID FOR PROVIDING OF CLEANING AND SWEEPING SERVICES**”. The agency submitting the bid should give maximum information regarding it and its capabilities, as they deem fit.
4. The agency must be a registered company or licensed undertaking and must have sufficient experience in this field. The agency which had executed similar kind and size of work with repute would be preferred.
5. The interested parties are advised to visit the Court Complex on any working day between 10.00 AM to 04.30 PM with prior intimation to this office, so as to ascertain the nature and extent of services to be provided.
6. Form(s) should be signed by the authorized signatory alongwith the seal of the agency, company, undertaking. The agency is free to quote rates for any or all units. ***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. However, the office reserves the right to place the order in parts or as a whole to one or more agency.
7. The authorities may like to have live demonstration by the agency and shortlist the parties on the basis of equipment, manpower and quality of material intended to be used. Evaluation would include capability, capacity and suitability of the vendor in undertaking this job.
8. The validity of the offers shall be for 15 days from the date of award and the finally approved and determined rates will remain in force initially for one year from the date award of contract with a provision to extend further for a year to year basis on the same 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 increase of rates will be entertained during the currency of current contract. 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 shall stand forfeited automatically and the agency shall also be liable to pay damages/compensation equal to the costs incurred by the office in making alternative arrangements besides black listing the agency.
9. The successful bidder shall also have to submit the security @ 10% of the tender cost in case against receipt of a bank guarantee by a Nationalized Bank which can be forfeited in case of any default, which shall be released/refunded without interest, after the faithful execution/completion of the contract. **This Security shall be submitted within a period of 10 days from the date of Auction. However, this period of submission may be further extended at the discretion of the District & Sessions Judge, Patiala.**

10 Every attempt would be made to make running payments to the contractor on monthly basis, subject however to availability of budget. The contractor will submit the bill on first day of every month. The payment will be made through cheque by the department only after satisfying itself regarding satisfactory cleaning of the building during the month as per terms and conditions. Non-payment of bills, due to official exigencies shall not permit the contractor to withhold wages of Sweepers and Supervisors, which shall be paid regularly, as non-payment of wages regularly would be visited by penalties.

11 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 section 194 C(1) of the Income Tax Act, 1961.

12 The rates would be quoted on the enclosed annexures containing are/specifications to be covered for providing manual cleaning services for the period specified in period of contract both in figures as well as words. The rates quoted should be eligible or without any other writing or cutting. ***The rates quoted shall be inclusive of all the applicable taxes, cess etc. including the Goods and Services Tax (GST) and none of such taxes shall be quoted separately.***

13 The rate of wages of the Sweepers and the Supervisors shall not be in contravention of the provisions of Minimum Wages Act.

14 Contractors will deposit the Employees Provident Fund and ESI from the wages of the laborers so engaged as per provisions of Minimum Wages Act of Labour Department Punjab or relevant Acts from time to time, if applicable and as permissible as per Act/Rule.

15 Although allotment of contract will be made on the basis of lowest aggregate rates quoted by the agency, but for this purpose availability of modern equipments to be used in execution of work would be an important factor to award contract. Thus, the agency at the time of submissions of bid/application shall mention the details of such 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, Patiala and Civil Judge (Senior Division), Patiala 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.

16 DESCRIPTION OF WORK:- The Agency will be required to clean, Court Rooms, Retiring Room, 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. All the necessary details of the covered area are mentioned in the Tender Notice dated _____.

□ ***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-basins, toilet seats and other items in toilets, dry and wet scrubbing of floor area of the entire building, dusting/cleaning of windows, 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 maintain them stain free. Cobweb would be removed regularly.*
- ▣ *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.*
- ▣ *The Service Provider shall ensure timely payments to all the employees, at least at the Minimum Wage Rates (DC Rates) applicable to such workers, from time to time and the same shall be paid immediately on the start of the next month. The above said payment must be made either through a Banking Channel or only after obtaining proper receipt from all the employees and the Service Provider shall submit the proof of all such payments at the time of submission of the monthly bill for the purpose of clearance of the monthly amount. Non-payment of wages shall be viewed seriously which shall be visited with commensurate penalties. Consistent delayed payment of wages may lead to cancellation of the agreement with forfeiture of the security amount.*
- ▣ *Without prejudice to the generality of the foregoing, the agency will be required to perform regular cleaning general duties.*
- ▣ *Experience certificate regarding working in Government offices with regard to COVID-19.*

17. 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.
1.	Soft Brooms/ Fine Fibered Jharu/Pocha
2.	Phenyl liquid.
3.	Naphthalene Balls
4.	Harpic (Liquid Toilet Cleaner)
5.	Detergent Powder
6.	Surf
7.	Wiper
8.	Toilet Cleaning Brush
9.	Soap

10.	Toilet Air Freshener.
11.	Room Air Freshener.
12.	Glass Cleaner.

**The Service Provider shall ensure that all the equipments and materials to be used under this Agreement shall be ISI marked and the same shall also be replaced regularly, as and when required.*

□ *A stock of all such items, which may endure a month, shall be maintained within the premises, under certification of District Nazir. Short supply of any such item would entail penalties. Recurrent short supplies of these items may lead to cancellation of the agreement with forfeiture of the security amount.*

18 PERIOD OF CONTACT:- Initially the contact shall be for the period w.e.f. **01.06.2024** to **31.03.2025**. However, the contract can be extended further by the competent authority subject to satisfactory performance of the work/project.

19. REGULAR CLEANING-GENERAL DUTIES.

- (i) Clean all Court Rooms, staff rooms including attached balconies once a day before 09.30 AM 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 does 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 chocked, 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 atleast 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) Every fortnight the entire complex would be sanitized by spraying a good quality disinfectant, especially in view of corona-virus COVID-19 pandemic, under the supervision of the deputed officials by the department.
- (xiv) The designated official(s) will inspect the work, 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 on the spot, failing which the undersigned will be entitled to take action as per the penalty clause.
- (xv) 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 be this office from time to time without any delay.
- (xvi) While floors are being cleaned, "Wet Floor Sign" should be displayed to avoid any inconvenience or mishap on account of slippery floor.
- (xvii) The bidder must have latest equipment's to spray sanitizer, keeping in mind that no harm is caused to the Judicial files, furniture, fixtures and the records.
- (xviii) Appropriate bearing apparel/gear should be provided to the persons sanitizing furniture/fixtures and the building.
- (xix) Only quality material for sanitization and quality equipment's shall be used.

20. 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 must maintain a **Dry Vacuum Cleaner** among others equipment.

21. 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.

22. The area mentioned in the form for Cleaning and Sweeping Services is tentative and can be increased/decreased as per the requirement of the office. The office also reserves the right to withdraw any unit mentioned in the form and no compensation is payable for the same.

23. The Agency will engage its own workers and equipments to execute the allotted work satisfactorily. *The sufficient strength of such employees/workers of the Agency shall be as under, excluding one Supervisor each at all the three places mentioned below:*

- i. The Agency shall provide 20 workers at Patiala (1 Supervisor + 20 workers)*
- ii. The Agency shall provide 4 workers at Rajpura (1 Supervisor + 4 workers)*
- iii. The Agency shall provide 3 workers at Nabha (1 Supervisor + 3 workers)*
- iv. The Agency shall provide 3 workers at Samana (1 Supervisor + 3 workers)*

The Supervisor shall be at least matriculate and preferably with prior experience of the work of supervision of cleanliness of the building etc. 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 any claim against the office for the death, injury, disability arising out of the work being carried in pursuance of this contract or any right to employment, damages, dues or claims as of being workman of Judicial Complex. These 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 have any criminal background and/or having any criminal litigation/FIR pending against them in areas of Patiala, Rajpura, Nabha and Samana.*

24 ATTENDANCE & UNIFORM: *In order to ensure that the requisite number of employees are working and for no other purpose; all the employees including the Supervisor shall mark their attendance twice a day with the Civil Nazir attached to the Court of the Civil Judge (Senior Division), Patiala (or any other person so designated by the Authorities) at the start of each working day and again at 2 PM on every such day. The attendance so maintained by the Court Staff shall be countersigned by the concerned Supervisor and the same shall be consolidated and checked at the end of every month by the English Office attached to the office of the Learned District and Sessions Judge, Patiala. Any deficiency found in number of actually working employees would authorize the Learned District and Sessions Judge, Patiala to deduct the proportionate amount from the monthly payments along with a penalty of Rs 200/- per day for each absent employee. The Service Provider shall also maintain a Reserve Pool of the employees in order to substitute any absent employee, on a given day. In case no replacement is made, it would attract penalty @ 500/- per day.*

Wearing uniform, mask and gloves by the Sanitation Staff deployed for the duty in the JCC shall be compulsory. The uniform shall be approved by the District & Sessions Judge, but will be supplied to them by the contractor at his own cost. Any persons found without uniform shall be penalized upto Rs. 50/- per day which shall be recovered from the contractor from the monthly bill. *All the Employees and Supervisor shall be in proper uniform to be allotted and given to them by the Service Provider and in case any person is found to be without proper uniform, he shall be deemed to be absent for the purpose of counting of number of the persons at work. Such uniform shall be sober and distinguishable.*

The Learned District and Sessions Judge, Patiala shall have the final authority for removing any employee working in the Court Complex, if being found unsuitable without citing any reason. On any such recommendation being made by the Learned District and Sessions Judge, Patiala seeking removal of any such employee, the Service Provider shall be bound to remove such employee from the Court Complex with immediate effect and provide an alternative, suitable person as replacement, immediately.

25 The Office shall not in any manner concerned with the internal affairs of the Agency i.e. Dispute and dissolution etc. or affairs between Management and workers and disputes between workers or any mishap during carrying on this job.

26 In case of non providing of services/inferior quality services, office reserves the right to levy penalty on the Agency on the following counts

a. Breakdown of services - Rs.1000/- per day.

b. The penalty @2% of the monthly value of the contract shall be imposed for non commencement/no performance of the work.

The District & Sessions Judge, Patiala, 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.

c. The Agency shall be liable for any loss to the Office, caused due to theft/breakage attributed 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.

d. That in case of continuous absence of a sweeper without replacement for two or more days, same would attract a penalty of Rs.500/- per person per day which shall be adjusted in the monthly bill.

e. That in case the Committee looking after cleanliness and sanitation of the Court Complex points out any defect in the service of the Service Provider, it would expose the Service Provider to an appropriate show cause notice. In case defect pointed out is not rectified or is repeated, a

penalty equivalent to Rs.1,000/- for each default shall be imposed and recurrent defaults may lead to cancellation of contract resultantly forfeiture of security.

f. That in case of any other breach of any condition by the Service Provider which is mentioned in this agreement, the Learned District & Sessions Judge, Patiala shall, after giving a notice to the Service Provider for rectification of the default, have a right to impose a penalty for every such default upto an amount of Rs.10,000/- which shall be deducted from the payments of monthly bills of the contract amount. In case of persistent default, the Learned District & Sessions Judge, Patiala shall have a sole right of canceling the agreement in question and in such a case the amount of security already deposited, shall be forfeited.

g. That, the amount of any penalty can be waived at the discretion of the District & Sessions Judge, Patiala who shall have the power to reduce or remit the penalty so imposed to any extent, on the written application of the contractor; if the grounds mentioned in such application are found reasonable and satisfactory.

h. That in case the Service Provider abandons the work during the year without fulfilling the agreement or the services of the Service Provider are terminated by the department during this period, the department shall have a right to get substituted performance of the agreement from any third agency at the risk and cost of the Service Provider.

27. 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/Civil Judge (Sr. Division).

28. The contract, if awarded, for a specific period, can be terminated at any time without assigning any reason, including suppression of material facts or false representation by the office in respect of the information so furnished by it, whatsoever, even before the expiry of the contract period.

29. The aforementioned terms and conditions, shall be binding and operative between the Agency and the office.

30. 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 covenant thereof shall be referred for arbitration to the 1st Addl. District & Sessions Judge, Patiala who shall be sole arbitrator. The language of the arbitration proceedings shall be English. The arbitration award shall be final and binding on the parties. The Venue of the Arbitration proceedings shall be Patiala. Pending decision on dispute and until the arbitral award is published the parties shall continue to perform their respective obligations under the agreement without prejudice to the final adjustment in accordance with award. The contractor will not be entitled to raise any objection that the Arbitrator is officer of the department with which contract has been made by the contractor.

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