

**NOTICE INVITING TENDER FOR OUTSOURCING THE CLEANLINESS  
WORK OF JUDICIAL COURT COMPLEXES, ROHTAK AND MEHAM**

Sealed tenders are invited for maintenance of cleanliness of Judicial Courts Complexes, Rohtak Sessions Division (at Rohtak and Meham), having covered area **1,61,464 sq. ft. and uncovered area of 86,110 sq. ft.**, which includes entrance lounges, outer area of the Court Complex, Corridors, Rooms, Lawns, Parking, Service Roads, Toilets (including all sanitary fittings) W.C. Urinal, Wash hand basins, Glazed tiles, Sinks, Water Coolers, etc., with brooms and swabbing them with water mixed detergent and liquid phenyl etc. This also includes cleaning of window panes, room doors etc.

The tender be submitted for deployment of 38 whole time sweepers, initially upto 28.02.2025 from the date of agreement.

Interested outsource service providers/contract agencies, holding license under the Contract Regulation and Abolition Act, 1970, may submit their tenders giving their complete bio-data including past experience/contract, if any, to this office on or before **20.03.2024 by 04:30 pm**. This office will not take any responsibility for any postal delay and tender received after date, will not be accepted. The tender will be opened for the purpose, in the presence of Tenderers or their authorized representatives who may choose to attend the opening of tenders on **22.03.2024 at 03:00 pm**. The service provider/agencies shall comply with the provisions of Labour Laws of Minimum Wages Act, B.S.I. (Basic Substance Isolation), P.F. maturity benefits etc. and ensure the compliance thereof. The detailed terms and conditions can be obtained from the website of this office: **<https://districts.ecourts.gov.in/rohtak>** under the head **TENDER**.

Sd/-  
District & Sessions Judge,  
Rohtak.

**Conditions:**

1. Conditional and telegraphic tenders shall not be accepted.
2. The Committee constituted for the purpose, reserve the right to accept or reject any or all the tenders without assigning any reason.
3. Registration number is necessary.
4. Payment to the staff hired will be made by the contractor and nothing will be paid by this office in this regard.

**TERMS AND CONDITIONS FOR CONTRACT OF OUTSOURCING  
WORK OF CLEANLINESS OF JUDICIAL COURT COMPLEXES AT  
ROHTAK AND MEHAM.**

**(A) Description of Work**

Proper cleaning and maintenance of all floors of Judicial Courts Complexes at Rohtak and Meham on all days of the week (except Sundays) including entrance lounges, outer area of the Court Complex, Corridors, Stairs, Ramps, Rooms, Toilets (including all sanitary fittings) W.C. Urinal, Wash hand basins, Glazed Tiles, Sinks, Water Coolers etc., with brooms and swabbing them with water mixed detergent and liquid phenyl etc. This also includes cleaning of window panes, room doors etc.

**(B) Period of contract**

The contract shall be initially upto 28.02.2025. However, contract can be extended further subject to satisfactory performance of the work/project by the Service Provider.

**(C) Regular cleaning- General Duties.**

In general, the following duties shall be performed by the sanitation staff subject to further instructions of the Hon'ble Punjab & Haryana High Court, of the specific area of their deployment/authorities.

1. Toilets are to be cleaned at least twice a day or as and when required.
2. All rooms to be cleaned with broom and wet mop daily.
3. Corridors, Stairs, Ramps, Lounges, Terrace Projections to be cleaned with broom and wet mop daily.
4. Waste baskets to be emptied at least twice a day or as and when required.
5. Outdoor broom, sweeping and garbage shall be disposed of twice a day or as and when required.
6. Dusting of Courts' dais and furniture of all the rooms including retiring rooms, Staff rooms, Record Rooms etc. be done daily or as and when required.
7. Fire extinguishers to be kept dust free at all times.
8. Window glasses/wire mesh to be cleaned weekly or as and when required with Collin and detergent.
9. Floor scrubbing to be done weekly. In addition, daily cleaning of rooms with black phenyl and detergent or as and when required.
10. Outside cat walks are to be cleaned daily or as and when required with detergent water.
11. Doors, buckets of each room are to be cleaned daily or as and when required with water.
12. All electrical fittings are to be cleaned by dusting with cloth Collin/brushing as the case may be weekly or as and when required.
13. China wares/Sanitary fixtures like wash basins, glazed tiles, W.C., Urinal flooring, Sinks, Waste Baskets, Mugs, Water Coolers etc., are to be cleaned once a week or as and when required with Acid/Vim.
14. Material and articles i.e. i.e. Phenyl Liquid, Detergent Washing Powder, Homocol Cubes, Acid, Liquid Soap, Collin, Odonil, Glass Duster, Foam, Toilet Brush, Coarse Fibred Jharu (Jharu Bans), Fine fibred Jharu, Floor Duster, Hession Cloth etc., will be supplied by the Service Provider himself

at his own cost which shall be used for day to day sweeping, swabbing and cleaning operation at the site. **No material or article will be provided by this office.**

### **General Terms and Conditions.**

1. Service Provider should be a license holder under the Contract Regulation and Abolition Act, 1970 and shall submit its registration number.
2. The rate of the wages of all the 38 sweepers shall be determined as per the provisions of the Minimum Wages Act of Labour Department.
3. The service provider shall provide the service even on holidays/Sundays as and when required.
4. The Service Provider shall give enumeration to person deployed under Code on Wages Act, 2019 and shall transfer the enumeration to the person's Bank Account which in any case shall not be less than the minimum wages as fixed or prescribed under the Act. He will observe compliance of all the relevant labour Codes/laws and will ensure that the persons engaged shall not be below the age of 18 years. Moreover suitable number of female workers for cleaning and sweeping will also be provided.
5. The service provider shall deposit the Employee State Insurance (ESI) as per the rates fixed by the Employees' State Insurance Corporation from the wages of the labourers so engaged as per provisions of the Minimum Wages Act of the Labour Department.
6. The penalty @ 2% of the monthly value of the contract shall be imposed for non commencement of the work. The District and Sessions Judge, Rohtak shall have the power to condone the delay, reduce or remit the penalty so imposed to any extent, on written application of the service provider, in case the grounds given by the service provider are reasonable and satisfactory.
7. The decision of the District and Sessions Judge, Rohtak with regard to the quality or work/services done by 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.
8. For the purpose of proper identification of persons deployed by service provider at various points, the service provider 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.
9. Service provider shall submit list of workers deputed by the Agency including name of the worker with complete particulars including father name, age, home address etc. including photograph alongwith copies of their Identity Cards and a certificate regarding medical fitness and having no criminal police record within 15 days of allotment of the work and would also intimate this office if any subsequent changes in this regard, immediately.
10. The wearing of uniforms by the sweepers deployed for duty in the complex shall be compulsory. The uniform as per approved colour coding will be supplied to them by the service provider at own cost. Any person found without uniform on duty shall be charged Rs.50/- per day as penalty for such lapse or penalty charges shall be recovered from the service provider administrative charges from the monthly bill. The District and Sessions Judge, Rohtak may however, increase the amount of penalty in the case(s) of repeated default as deemed fit.
11. Daily attendance of the personnel deployed will be got verified by the Superintendent of this office by the Service provider on daily basis.
12. The personnel deployed by the service provider for the work shall be the employees of the service provider for all intents and purposes and in no case

there shall be any relationship of employer and employee between the said person and the Judicial Department, either implicitly or explicitly. The service provider shall ensure that employees are medically fit and free from communicable disease. The antecedents of the person to be provided by the service provider will be got verified from the appropriate authority at own level.

13. That service provider will deposit the refundable security @ 10%, in shape of Demand Draft in the name of District & Sessions Judge, Rohtak, of the tendered cost which can be forfeited in case of any default.
14. The daily operation of sweeping, swabbing and cleaning of all the area as mentioned above shall be finished before 9:00 am and in addition to this each court also shall be cleaned strictly between 1.00 pm to 1.30 pm. Thereafter, the sweepers shall remain present on each floor from 10:00 am to 4:00 pm for maintaining the level of cleanliness by repeatedly swabbing the floors and cleaning the urinals and toilets.
15. The supervisor shall so provided by service provider will remain present till 5:00 pm every day at the site. The authorized representative so provided by service provider shall remain available at site from 8:45 am to 5:00 pm for attending the complaints regarding sweeping, swabbing and cleaning of the building etc.
16. All the waste papers collected during the cleaning operation shall be placed at the place provided by the department daily.
17. That the service provider will be responsible for any kind of damage to the furniture, electrical and sanitary fixtures etc. while doing day to day works of sweeping, swabbing and cleaning. The service provider shall also be responsible for theft of any item by the labour so engaged by the service provider from the office rooms located on all the floors of the building.
18. That service provider will not sublet the work.
19. That service provider shall be responsible for the antecedents of the sweepers and the employees to be engaged for day to day cleaning, operation. The service provider shall maintain daily records of the names and the complete particulars of workers which will be engaged by service provider for the cleaning operation and daily report will be sent to the Superintendent of this office.
20. That service provider will be responsible for the welfare of the sweepers and the employees so engaged, such as payment of wages, any type of accident/mishap etc. This department will not be concerned with any problem of the sweepers and other employees so engaged by service provider.
21. Service provider shall ensure proper conduct of all the personal in office premises and enforce prohibition of consumption of alcoholic drinks, chewing of pan, smoking, loitering without work and would not cause any hindrance in the working of this office and Courts.
22. The District and sessions Judge, Rohtak shall be at liberty to carry out inspection at any time by himself or through his representatives of the department, without any prior notice. During such inspections, service provider or authorized representatives of the service provider will accompany the official/Officers of the department. In case of improper cleaning on any day, penalty may be levied for the occasion by the department upto an amount of Rs.1000/-. Decision of the District and Sessions Judge, Rohtak will be final in this regard.
23. Running payments will be made to service provider on monthly basis. The service provider will submit bill on 1st day of every month. The payment will be released by the department only after ensuring itself regarding satisfactory cleaning of the building during the month as per terms and

- conditions and compliance of other terms of the contract. However, there may be some delay in making of payment due to non-availability of funds.
24. All the payments made by the department shall be subject to deduction of tax, wherever applicable as per the provisions of the Income Tax Act, 1961.
  25. In case of unsatisfactory work, the department will also have the right to terminate the contract after giving a notice of one week.
  26. If any complaint regarding non-working of any worker is found the agency will replace that worker with a suitable efficient worker immediately. In case of any worker is on leave or leaves the job, it shall be liability of the Agency to provide such suitable substitute so that assigned work will not be affected.
  27. That service provider will take all reasonable precautions to prevent any unlawful acts or disorderly conduct of the employees so deployed by the service provider and for the preservation of peace and protection of persons and property of the department.
  28. In case any of the persons, so deployed by the service provider, do not come upto 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.
  29. In case of any complaint/defect pointed out by the Department, the service provider shall immediately replace the particular person so deployed without further arguments.
  30. That the service provider will engage its own labour and manpower to execute the work satisfactorily as per the terms of allotment/ agreement. Such persons engaged by the service provider shall be its employees/ representatives for all intents and purposes. None of the staff, employees and representatives engaged by the service provider or his/her heirs shall have any right to lay and claim against this office for the death, injury, disability arising out of work carried in pursuance of contract nor any right for employment, damages, dues or claims will accrue claiming to be workman of this office.
  31. That service provider shall keep the department indemnified against all the losses caused to its property by way of theft, mishandling or otherwise and the claims whatsoever in respect of the employees deployed by the service provider at various points. The service provider shall be responsible for paying the recovery of amount of any loss caused to the sanitary or public health fittings, electrical etc of the Judicial Court Complexes at Rohtak and Meham.
  32. The Department has right to adjust or readjust or deduct any of the amount as aforesaid from the payments to be made to the service provider under this contract or out of the security deposit by the service provider.
  33. The payment of the amount agreed to shall be made to the service provider on the basis of the monthly bill raised by him and duly supported with the verified vouchers/reports by the concerned officers being authorized for the purpose by the Department.
  34. 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 be treated as employer in respect of any person engaged/employed by the Service Provider for any purpose, whatsoever. Department will not be liable for any claim(s) whatsoever, of any such person(s).
  35. The Service Provider shall maintain accurate accounts and records statements of all its operation and expenses in connection with its functions under this agreement in the manner specified by the Department.

36. The contract may be terminated on any of the following contingencies:-

a) On the expiry of the contract period

or

b) A notice at any time during the currency of services in case the services rendered by the service provider are not found satisfactory and in conformity with the general norms and the standard prescribed for the services.

or

c) 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 or there under by the service provider to any third person or sub-lettings the whole or a part of the contract to any third person.

or

e) On being the service provider declared insolvent by competent Court of law.

f) During the notice period for termination of the contract, in the situation contemplated above the service provider will keep on discharging duties as before till the expiry of notice period. It shall be duty of the service provider to remove all the persons deployed by the service provider on termination of the contract on any ground whatsoever and to ensure that no person creates any disruption/hindrance/problem of any nature to the Department.

37. In case, the service provider wants to terminate the contract, two month's notice will have to be given to the Department.

38. The Bidder or Tenderer shall provide the complete list of Material and Articles to be used for cleaning services.

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**FORM TO BE FILLED BY THE SERVICE PROVIDER/CONTRACT AGENCY  
FOR PROVIDING CLEANING AND SWEEPING 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 photocopy of Registration Certificate)	
3.	Permanent Address	
4.	Telephone/Mobiles Number	
5.	Fax No. Email 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	

PART-B

Sr. No.	Name of the Judicial Court Complex	Covered Area of Complex (including entrance lounges, Staircases/ Ramps, Corridors, Rooms, Toilets etc. which are required to be cleaned by Sweepers)	Uncovered Area (Required to be cleaned by Sweepers including internal Service roads, parking etc. of the Judicial Court Complex)	No. of Sweepers to be employed	Monthly rate quoted by the service provider
1.	Judicial Court Complex, Rohtak and Meham	1,61,464 sq.ft.	86,110 sq.ft.	38	