

OFFICE OF DISTRICT & SESSIONS JUDGE, TARN TARAN

TENDER NOTICE

Sealed tenders are invited from the willing out-sourcing organizations/agencies for allotment of contract of work for maintenance of cleanliness as well as caring of green belt, landscaping, lawns and pots of Judicial Courts Complex, Tarn Taran, Patti and Khadur Sahib as well as Peon for Family Court of this sessions Division, for the period from 01.04.2024 to 31.03.2025, The number of Sweepers/Malis required for cleanliness as well as caring of green belt, landscaping, lawns and pots of new Judicial Courts Complex, Tarn Taran, Patti and Khadur Sahib as well as peon for Family Court of this Sessions Division, is given below:-

Sr. No.	Name of the Judicial Court Complex	No. of Sweepers to be employed	No. of Malis to be employed	No. of Peons to be employed
1.	Judicial Courts Complex, Tarn Taran	20 Sweepers (including 1 Supervisor)	10	-
2.	Judicial Courts Complex, Patti	10 Sweepers (including 1 Supervisor)	5	-
3.	Judicial Courts Complex, Khadur Sahib	1	1	-
4.	Family Court Tarn Taran	-	-	1

The said Organization/Agency shall ensure proper and effective cleanliness of the Complexes, including the entrance lounges, corridors, rooms, lavatories (including all sanitary fittings viz. urinal, hand wash-basins, glazed tiles, sinks), water coolers etc., cleaning of window panes, doors as well as maintenance and cleanliness of the entire Complexes, on daily basis.

The agency shall also maintain the green belt, landscaping, lawns and pots on daily basis on all the floors of Complexes, inter-alia including watering, weed removal, plants pit preparation/maintenance, pruning, hedge trimming and planting of seasonal plants and flowers as well as timely addition of manure and fertilizer.

The agency shall provide all cleaning articles, tools and machines required for maintenance and cleanliness as well as caring of green belt, landscaping, lawns and pots of Judicial Courts Complex, Tarn Taran, Patti and Khadur Sahib.

Application form as well as complete details/terms and conditions may be downloaded from the official website of this Sessions Division i.e. <https://districts.ecourts.gov.in/tarn-taran> and also can be obtained from the office of undersigned on any working day from 06.03.2024 onwards. The last date of receipt of tenders will be 16.03.2024. The tenders will be opened in the presence of contractors or their authorized representatives on 22.03.2024 at 2:30 pm. This office will not take any responsibility for any postal delay and tenders received after due date will not be accepted. Any other information can be obtained from Telephone Number 01852-223240.

District & Sessions Judge,
Tarn Taran

Endst. No. 679 /EB

Dated, Tarn Taran, the 05/03/24

Copy forwarded to the following:-

1. All the District & Sessions Judges in the State of Punjab, with a request to display the notice on the notice boards of their Courts.
2. All the Judicial Officers working in this Sessions Division, for displaying the notice on the notice board of their respective Courts.
3. The Editor of Daily Chardikala, Patiala with a request to publish the above said notice in minimum readable space block in English Script and to send the bill for payment.
4. The System Officer of this Sessions Division to upload this tender notice as well as application form and terms & conditions, on the official website of this Sessions Division.

District & Sessions Judge,
Tarn Taran

TERMS AND CONDITONS FOR WORK OF MALIS

1. Descriptions of Malis to be provided by the Contractor.

Sr. No.	Name of Judicial Courts Complexes	No. of Malis to be provided
1	Headquarter, Tarn Taran	10
2	Sub-Division, Patti	5
3	Sub-Division, Khadur Sahib	1

PERIOD OF CONTRACT

2. The contract shall be for the period from 01.04.2024 to 31.03.2025. However, contract can be extended further by the competent authority, subject to satisfactory performance of the work.

DESCRIPTION OF WORK

3. The Contractor will be responsible for maintenance of entire green area of the Judicial Court Complexes at Headquarter Tarn Taran, Sub-Division, Patti and Sub-Division, Khadur Sahib on all days of week, except Sunday, including all trees/plants planted, pots of plants, flowers, grass in the green area, landscaping, lawns etc. by intercultural works, watering, weed removal, plants pit preparation/maintenance, pruning, hedge trimming, timely addition of manure, fertilizer and plantation of seasonal plants as well as flowers. The following material and articles will be supplied by the Contractor himself and will be used by his Staff for day to day gardening operations:

Sr. No.	Name of the Material
1.	Gardening tools
2.	Weedicide
3.	Organic manures
4.	Agro chemical
5.	Pesticides
6.	Fertilizer
7.	Anti termite
8.	Insecticides
9.	Seasonal plants etc.

4. The Malis shall remain present in the Court Complexes from 9:00 a.m to 5:00 p.m. for maintaining the green area, landscaping, lawns etc. Timing may be changed as per requirement at more frequent intervals and even on holidays and Sundays by the office from time to time.

5 The designated official(s) will inspect at least once each day and usually at 9.35 a.m., the work performed by the Contractor in external/internal areas. The Contractor will be bound to rectify defects pointed out to him on the spot, failing which the Competent Authority can take action as per the penalty clause.

6 The tools/articles, which will be provided by the Contractor to the Malis for maintaining the green area, landscaping lawns, and consumables weedicide, organic manures, Agro Chemical, pesticides, fertilizers, Anti termite and insecticides, must be of good quality.

TERMS AND CONDITONS FOR WORK OF CLEANLINESS

1. Descriptions of place and area to be maintained and cleaned by the Contractor.

Sr. No.	Name of Judicial Courts Complexes at	No. of Sweepers to be provided	Area of the Judicial Courts Complex
1	Headquarter, Tarn Taran	20 Sweepers (including 1 Supervisor)	12 Acre, 1 Kanal and 7 Marlas (including open area, 12 Court Rooms and allied offices, 8 public washrooms, 15 Officers' washrooms in three floors having rooftop area)
2	Sub-Division, Patti	10 Sweepers (including 1 Supervisor)	64 Kanals and 6 Marlas (including open area, 4 Court Rooms and allied offices/rooms/washrooms in ground floor and first floor having rooftop area)
3	Sub-Division, Khadur Sahib	1	2 Kanals, (10200 sq. ft.) including one Court Room and allied office/rooms/washrooms

PERIOD OF CONTRACT

2. The contract shall be for the period from 01.04.2024 to 31.03.2025. However contract can be extended further by the competent authority subject to satisfactory performance of the work/project.

DESCRIPTION OF WORK

3. The Contractor etc. will be responsible for maintenance/cleanliness of entire Judicial Court Complexes at Headquarter, Tarn Taran, Sub-Division, Patti and Sub-Division, Khadur Sahib on all days of week expect Sunday including surrounding area and for proper and efficient cleaning of all floors including entrance, lounges, cat walks, corridors, rooms toilets (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 in the Courts, cleaning of window panes, rooms doors, terrace, projections, all approach roads, walls, removal of webs, cleaning of related parking area, Car garages and 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, Canteens and surroundings on the prescribed intervals as well as any other item, equipments fittings, furniture, fixture including carpets mats etc. within the Complex. The Contractor has to engage suitable number of female workers for the cleaning and sweeping of the ladies washrooms. Cleaning would include cleaning of curtains, carpets, buckets, wash basin, toilet seats and other items in toilets, placing of fresh air fresheners, soap and toilet rolls in bathrooms. 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 fitting, glass panes, window panes, equipments, computers and all appliances subservient to the use of the premise etc. so as to be 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. The following material and articles will be supplied by the Contractor himself and will be used by his staff for day to day sweeping, swabbing and cleaning operations at the site

Sr. No.	Name of the Material
1.	Phenyl Liquid
2.	Detergent washing powder
3.	Homocol Tablets
4.	Hydrochloride Acid
5.	Liquid Soap
6.	Colin
7.	Glass Duster
8.	Odonil
9.	Foam
10.	Fine Fibered Jharu
11.	Floor Duster
12.	Hessian Cloth
13.	Tissue paper to be placed in the bath rooms of Judges.
14.	Air Freshener
15.	Buckets with mug etc.

The Contractor will be required to perform the works as per following terms:

(i) The daily operation of sweeping, swabbing and cleaning of all the areas as mentioned above shall be finished before the opening of Courts. Thereafter, the

Sweepers shall remain present during the Court timing for maintaining cleanliness by repeated mopping of the floors and cleaning the Urinals and Toilets. An authorized representative/Supervisor shall remain available at the site for attending the complaints regarding sweeping, mopping and cleaning of the building(s). Timing may be changed as per requirement and cleaning at more frequent intervals and even on holidays and Sundays, may be required by the office from time to time.

(ii) Clean all the glass panes, china ware, sanitary fittings etc. with standard cleaning agents periodically so as to ensure that glass and shine does not fade/diminish.

(iii) Clean spotlessly all the articles in the rooms, bathrooms-toilets and in common areas and arrange neatly thereafter.

(iv) Perform pest control operations in all the rooms public area, open area/drains as frequently as required so that at no time-rats, time-flies, lizards, mosquitoes, insects, pets. etc., infest the premises.

(v) Provide naphthalene balls, cakes or any other such kind of material in urinals daily.

(vi) Clean choked floor traps, water closet etc.

(vii) Clean garbage, fallen leaves, dirt etc. in open areas such as parking lots, lawns, internal roads etc. and surrounding on daily basis.

(viii) Clean the roofs/terraces of all the buildings at-least once in a month and as and when required to provide clean and stain free appearance.

(ix) Dispose solid waste outside the Court Complex in accordance with the applicable Municipal and other laws.

(x) Cleaning of drains, rain water duct, manholes, septic tanks, water tanks, daily in rainy season. In the case of window glass panes, from outside/electric fittings, once in a fortnight.

(xi) The designated official(s) will inspect at least once each day the cleaning operating performed by the Contractor in external/internal areas. The Contractor will be bound to rectify defects pointed out to him on the spot, failing which the Competent Authority can take action as per the penalty clause.

(xii). The cleaning material/articles, which will be provided by the Contractor to the Sweepers, must be of good quality.

TERMS AND CONDITONS FOR WORK OF PEON

1. One Peon is to be provided by the Contractor for Family Court of Sessions Division, Tarn Taran.

PERIOD OF CONTRACT

2. The contract shall be for the period from 01.04.2024 to 31.03.2025. However, contract can be extended further by the competent authority subject to satisfactory performance of the work.

DESCRIPTION OF WORK

3. The Contractor should provide Peon for Family Court having the knowledge of Punjabi language up to middle standard.

4. The Contractor etc. will be responsible for work of Peon in the Family Court of this Sessions Division.

5. The Peon shall remain present in the Court Complex during Court hours and shall follow the orders/instructions of the concerned Presiding Officer.

6. The Contractor will be responsible to indemnify the office/department against any loss /damage of record relating to the concerned Court. In case employee, so deployed by Contractor, enters into dispute/litigation of any nature, whatsoever, it will be the responsibility of Contractor.

GENERAL TERMS AND CONDITIONS FOR APPLICANT/CONTRACTOR

1. Forms received through Fax, e-mail or without earnest money and submitted on the un-prescribed form shall not be entertained.

2. The Contractor applying will also fill the prescribed form. Application for above contract should be put in a sealed envelope and superscribed by the Words "Application for contract for providing Malis, Sweepers and Peon, at Tarn Taran Sessions Division". The Contractor(s) submitting the bid should give maximum information regarding himself/themselves and capabilities as they deem fit.

3. The Contractor must be a registered company or licensed undertaking and must have sufficient experience in the field and preferably have experience in institution of similar kind and size and repute, where similar services have been provided by them.

4. The interested parties are required to visit the Court Complex on any working day between 10:00 a.m to 4:00 p.m with prior intimation to this office to ascertain the nature and extent of service to be provided.

5. Form(s) should only be signed by the authorized signatory along with seal of the agency/company. Corrections/overwriting, if any should be authenticated under the signatures of the authorized person.

6. The authorities may like to have live demonstration by the Contractor and shortlist the parties on the basis of equipments, manpower and quality of material intended to be used, capability and suitability.

7. The finally approved and determined rates will remain in force for the period of contract from the date of award of contract with provision to extend further on 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 the increase of rates will be entertained during the currency of 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 amount of security money, 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.

8. Each participant will deposit refundable security amount of Rs. 10,000/-, against proper receipt, which will be refunded back to them on completion of auction process, on production of original receipt by the concerned participant.

The successful Contractor shall also have to submit the security @ 10% of the tendered cost in which can be forfeited in case of any default, which shall be released/refunded after faithful execution/completion of the contract.

9. The rates would be quoted on the enclosed annexure/form containing area/specifications to be covered for providing requisite services for the period specified in period of contract both in figures as well as words. The rates quoted should be legible without any over writing or cutting.

10. The undersigned or the authorized representative reserves rights to negotiate the rates as well as the terms and conditions as it may deem necessary before allotting the contract.

11. The Contractor 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 and shall submit documentary proof alongwith his own certificate in this regard.

12. The decision of undersigned or the officer designated by undersigned with regard to the quality of work/services done by the Contractor shall be final and acceptable to the Contractor. The Contractor will, therefore, rectify the defect so pointed out without any extra payment.

13. For the purpose of proper identification of persons deployed at various points, Contractor will himself issue them the identity cards/identification documents duly approved by the Competent Authority or the Officer designated by undersigned and they will be bound to display the identity cards at the time of duty. Contractor will not employ any person below the age of 18 year or the persons involved in any crime or connected with any case pending in any Judicial Courts at Tarn Taran.

14. The wearing of uniforms by the Mālis and Sweepers deployed for the duty in the Judicial Court Complexes shall be compulsory. The uniform as approved (to be approved by the Competent Authority) will be supplied to them by Contractor at his own cost.

15. The persons deployed by the Contractor for the work shall be employees of the contractor for all intents and purposes. Contractor will ensure that employees are medically fit and free from communicable disease(s). The antecedents of the person to be provided by Contractor will be got verified from the appropriate authority by Contractor at his own level. The Contractor will engage his own workers and equipments to execute the allotted work satisfactorily. Such persons engaged by the Contractor shall be its employees for all intents and purposes. None of his/her staff or 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 claim as of being workman of Judicial Complex. These workers of the Contractor shall have to undergo police verification and the verification report to this effect shall be submitted by the Contractor to this office.

16. The Contractor will be responsible for any kind of damage to the pots, electricals and other fixtures etc. while doing day to day work. The Contractor will also be responsible for theft of any item by his labour from the office/rooms located on all the floors of the building(s).

17. The Contractor will not sublet the work.

18. The Contractor will maintain daily records of the names and the complete particulars of his workers, which will be engaged by him for the cleaning operation and daily report shall be sent to the Superintendent of this office.

19. The Contractor will be responsible for the welfare of the manpower so engaged by him for the payment of wages and other statutory wages compensation and liabilities accruing to the employees engaged by him. The Contractor will also undertake to remain responsible without any reference to any other authority for any kind of accident/mishap etc. with his employees and also for any civil and criminal

liability incurred by the employees. The department will have no concern with any problem and liability incurred by the Malis/Sweepers and other employees engaged by the Contractor in any manner.

20. Inspection would be carried out on every Monday, Wednesday and Friday by the representative of the department. During such inspection the Contractor or his authorized representative will accompany the officials/officers of the department. In addition, the department may carry out surprise inspection at any time during the week. In case of improper cleaning on any day, penalty may be levied per occasion by the department up to an amount of Rs. 1000/-. Decision of Competent Authority will be final in this regard.

21. The Contractor shall comply with the provisions related to the Social Security Coverage/EPF coverage of outsourced staff, as implemented/amended by the Government of Punjab/ the Hon'ble Punjab and Haryana High Court, Chandigarh from time to time. Running payments will be made to the Contractor on monthly basis. He will submit his bill on 1st day of every month alongwith statements showing the recoveries of EPF (Employees Provident Fund) in respect of persons employed by the said Contractor. The payment will be made by the department only after satisfying itself regarding satisfactory conditions.

22. 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 (1) of the Income Tax Act, 1961. In case Contractor/firm does not have PAN/TAN number, then he/it has to obtain the same within a period of 15 days from grant of contract and copy of same be supplied to Nazir of this office. The Contractor will be liable to pay all the applicable taxes to the government as per law.

23. In case of unsatisfactory work, the department will also have the right to terminate the contract after giving a notice of one week. Failure to discharge the contractual obligations or for providing inferior quality of services continuously by the Contractor, the office reserves the right to cancel the contract and that will lead to blacklisting of the Contractor for future contract in the office upto five years and the security deposit shall be forfeited in whole. 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.

24. The Contractor will take all reasonable precautions to prevent any unlawful acts or disorderly conduct of his employees so deployed and for the

preservation of peace and protection of persons and property of the Judicial Courts Complexes at Tarn Taran, Patti and Khadur Sahib.

25. In case any of the persons, so deployed by the Contractor, does not come up to the mark or perform his/her duties properly or indulge in any unlawful act or disorderly conduct, the Contractor will take suitable action against such employees on the report of this office in this regard.

26. In case of any complaint/defect pointed by the authority, the concerned Contractor will immediately replace the particular person so deployed without further arguments.

27. The Contractor will be responsible to indemnify the office/department against the loss, if any, caused to the Judicial Courts Complexes at Tarn Taran, Patti and Khadur Sahib, by the employees deployed by the Contractor at various points. The Contractor will be responsible for paying the recovery of amount of loss, if any, caused to the sanitary and public health fittings, electricals etc. of the Judicial Courts Complexes at Tarn Taran, Patti and Khadur Sahib. In case any employee, so deployed by Contractor, enters into dispute of any nature, whatsoever, it will be responsibility of the Contractor.

28. The Contractor shall be responsible for any profit or loss from the said work. No objection in this regard shall be heard by the department.

29. The Office reserves the right to get the service done from other parties at the cost of Contractor, if the services provided by the Contractor are not found as per prescribed standard, wholly or partly.

30. The areas for maintaining green area is tentative and can be increase/decreased as per the requirement of the office. The office also reserves the right to withdraw any areas/unit and no compensation is payable for the same.

31. The office shall not in any manner be concerned with the internal affairs of the Contractor i.e. dispute and dissolution etc. or affairs concerning any other affairs between the Contractor & the workers, between workers & workers or between Contractor and third party and between workers/Contractor and third person including any employee of office or Advocates or any person concerned with office of Advocates or for any mishap during carrying of this job.

32. The rates of wages to the Malis/Sweepers/Peon shall be determined as per the provisions of the Minimum Wages Act. Contractor will solely be responsible for compliance of all the legal provision w.r.t. Contract and employees without any reference to the office.

33. The successful Contractor shall ensure to make the timely payment of wages before 7th of each month.

34. Although allotment of contract will be made on the basis of lowest aggregate rates quoted by the Contractor, availability of modern equipments, to be used in execution of work, may also considered while awarding the contract. The Contractor at the time of submissions of bid/application shall mention the details of such equipments including the make, model, capacity etc. as well as experience of persons, who may handle such equipment. After the contract is entered, Contractor shall maintain a permanent inventory of such articles and bring them on regular use and such inventory can be randomly got checked by undersigned and the Civil Judge (Sr. Divn.), Tarn Taran. The undersigned reserves the rights to negotiate the rates as well as the terms and conditions as it may deem necessary before allotting the contract.

35. The Contractor shall be liable for loss, if any, due to theft/breakage attributed to its employees/workers and representatives or for any other acts of omission or commission by his staff. The amount of penalty imposed will be recovered from the monthly bills of the Contractor.


36. In case of inferior quality services or loss of services due to absence of any manpower, the office reserves the right to levy penalty on the Contractor on the following count:-

Breakdown of services for upto Rs.2,000/- per day.

37. The Contractor shall be responsible for the safety of the Malis, Sweepers and Peons during their working hours.

38. All disputes and differences between the parties to this agreement including interpretation of any condition or covenant thereof shall be referred for arbitration to the Presiding Officer, Tarn Taran. The arbitral award shall be final and binding on the parties. The venue of the arbitration proceedings shall be at Tarn Taran. Pending decision on dispute and until the arbitral award is published 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 contract has been made.

39. The aforementioned terms and conditions shall be binding and operative between the Contractor and the office.


District and Sessions Judge,
Tarn Taran

**FORM/ANNEXURE TO BE FILLED BY THE AGENCY FOR PROVIDING
MALIS,SWEEPERS AND PEON IN TARN TARAN SESSIONS DIVISION**

Part A	
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)
	(c) Established in (Year)
3.	Permanent Address
4.	Telephone/Mobile Numbers
5.	Fax No./Email ID
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 with list

Part B	
Charges for employing 31 Sweepers and 16 Malis and One Peon	
Price for providing tools/Articles/consumables relating to the work of Malis and Sweepers	
Company Charges	
Total	

Signature of Contractor
with Seal