

OFFICE OF THE DISTRICT AND SESSIONS JUDGE, MANDI, H.P. - 175 001

No.D&SJ/MND/Out-Sourcing/2023-

Dated Mandi, the 10th May, 2023

“TENDER NOTICE”

Tenders/bids through limited tender system, under sealed envelop/cover and addressed to the undersigned, are hereby invited in this office, for the following work:

Sr. NO.	Name of the work	Last Date for receiving the tender	Date and Time of Opening	
			Pre-qualification Bid	Financial Bid
1	<p>Out Sourcing the service of class-IV=3 Posts (i.e. Orderly, Peon and Sweeper)</p> <p>Orderly/Peon- To perform duties of class IV in the office and residential office of the Civil Judge-cum-JMFC Padhar, District Mandi</p> <p>Sweeper- For maintaining cleanliness in a portion of the Court/Residential office of the Civil Judge-cum-JMFC Padhar, District Mandi comprising public area i.e. 1 Court Room, 1 Chamber, 5 Rooms, 2 Toilets and 2 Court Yards (having approximate area of 5590 Sq. Feet or 519 Sq. Meters)</p>	30-05-2023 up to 04.00 P.M	02-06-2023 at 04.00 P.M	02-06-2023 at 04.30 P.M

The above engagement will be **purely on outsource basis, for a period of one year(financial year)** w.e.f. the date of execution of contract/agreement with due approval of the competent authority, **on the following terms and conditions and the quotations shall be opened on 02-06-2023 at 04.00 P.M, in the District Court Complex, Mandi, in presence of the bidders who may opt to be present and negotiate the rates, if so desired**

:

(1) Duties and Responsibilities of Class IV:-

1. To perform duties of class IV in the office and residential office of the Civil Judge-cum-JMFC Padhar, District Mandi, as per the time schedule prescribed by the Hon’ble High court of H.P.

2. This job assignment, staff deployed for the job will be bonafide employees of the agency and agency shall be solely responsible in any manner. This office/ District Judiciary shall make payment to the Agency for the Job assigned and not to the individual concerned.

3. The staff deployed by the agency will have no right to claim for any job in the District Judiciary and for the purpose the Agency will be solely responsible.

(2) Scope of work by the Contractor:-

- i. The general cleaning (sweeping, mopping, dusting, garbage removal and any other incidental work i.e. sanitation and cleaning) of the above premises has to be done daily, with phenyl, detergent and disinfectants of standard quality/ ISI mark, which shall be provided/ arranged for the month in advance by the contractor. However, general cleaning of the toilets and waiting halls/ galleries has to be done twice a day including once during lunch hours.
- ii. Stain removal treatment to above premises including windows, walls, doors, toilets etc. has to be done when required.
- iii. Removal of garbage from all dustbins in and around the premises, removal of waste papers, tea cups, packing material, plant wastes and any other garbage from the entire premises and removal of blockage in drains, gutters, toilets etc.

(3) General terms and conditions:-

- i. Two separate sealed envelopes should be used for submitting **(i) Technical bid** consisting of all details of cleanliness services to be provided alongwith commercial terms and conditions; and Earnest Money **(ii) Financial bid** indicating the cost of cleanliness services mentioned in the technical bid. The envelopes must super scribe (a) “Technical bid for Cleanliness Services in the Court of the Civil Judge-cum-JMFC Padhar, District Mandi” and (b) “Financial bid for Cleanliness Services in the Court of the Civil Judge-cum-JMFC Padhar, District Mandi” with complete address of bidder with mobile number, on the left bottom corner of the envelopes.
- ii. The tenderer shall be required to furnish details about his present business, permanent address, audited accounts for the past three years, experience in the field of cleanliness services and list of valued/ important clients and litigation, if any, pending before any of the Courts in H.P., in which it is a party.
- iii. Preference will be given to the firm or contractor having experience in the field of providing cleanliness alongwith using latest sanitary/cleanliness material and machines.
- iv. The tenderer shall have the following mandatory Registration and details alongwith documentary proof shall be furnished, failing which bid shall not be considered :-
 - a) PF and EDLI Registration;
 - b) ESI Registration;
 - c) Service Tax Registration;
 - d) Should have PAN from Income Tax department
- v. The tenderers are required to send their bid/tender alongwith earnest money at the rate of 5% of the (annual) total amount quoted for maintaining cleanliness including material used for cleanliness, in the shape of demand draft drawn in

favour of the “District and Sessions Judge, Mandi, H.P.”, payable at Mandi, which will be refunded to the unsuccessful tenderers on their written request with respect thereto. Name of the firm, telephone number and 'Cleanliness Services' may be written on the reverse side of demand draft. The earnest money deposited by the tenderer shall be forfeited in the following events :-

- a) a modification or withdrawal of bid after the deadline for submission of bid(s) and during the validity period;
 - b) refusal of the tenderer to accept an arithmetical error or otherwise appearing on the face of the bid(s);
 - c) failure on part of the successful tenderer to sign/ execute the contract within stipulated period, in accordance with the terms and conditions stipulated in tender documents;
 - d) failure of the successful tenderer to deposit performance security within stipulated period for execution of the contract;
- vi. The bidder shall have to quote the rates for mopping, sweeping for general cleaning, dusting and incidental work, with material to be used for the same. The taxes, levies, agency charges are to be shown separately.
 - vii. The Panel of Contractors shall be valid for 90 days'. The successful bidder to whom the contract has been awarded, if does not respond within 30 days from the date of award of contract, the offer shall stand cancelled automatically and contract/ work will be awarded to the next bidder.
 - viii. The undersigned reserves the right to reject any or all of the tenders without assigning any reason therefor. No enquiry, verbal or written, shall be entertained in respect of acceptance/ rejection of the tender.
 - ix. Only valid and viable bids will be considered. Bids having cuttings and poor writings (not legible) shall not be considered. Cuttings and over writings in tender, if any, should be attested by authorized person submitting the tender, failing which it will be rejected straightway.
 - x. Each page of the bid document must be signed by the tenderer alongwith seal of the contractor/ firm/ companies/ co-operative societies/ NGOs, as the case may be.
 - xi. On the basis of the report of the Presiding Officer of the concerned court i.e. the Civil Judge-cum-JMFC Padhar, District Mandi or the authorized official(s) as well as the observations of the undersigned/ this office, the decision of the undersigned with regard to determining the quality of work/ service rendered by the contractor or his worker shall be final and shall be acceptable to contractor as well as the contractor shall be bound to rectify the defects as pointed out by the undersigned, without any extra payment.
 - xii. The Judicial Department shall not be, in any manner, concerned with the internal affairs of the contractor that may be regarding dispute with workers engaged by him or dissolution etc.
 - xiii. The contractor shall have to engage 01 (one) person for whole day work in a month. The providing of paid off or leave reserve worker shall be the responsibility of the contractor and no extra payment shall be made to him on this account. The contractor shall employ only adult trained, efficient and responsible staff with good health and sound mind for relevant services. The workers should not be below 18 years and above 45 years of age. The persons so deployed shall be under the overall control and supervision of the

undersigned as well as the Presiding Officer of the concerned court for the purpose of cleanliness work. The contractor shall be responsible for payment of their wages etc. and all other dues which the contractor is liable to pay under various Labour Act and Rules.

- xiv. The person deployed by the contractor for cleanliness work shall be the employee of the contractor for all intents and purposes. The contractor will ensure that the employee is medically fit and free from communicable diseases. The antecedents of the person to be provided by the contractor shall be got verified through police at his own level and a copy of the same shall be supplied to the undersigned.
- xv. The contractor shall have to submit the bio-data from the worker to be employed by him for the said sanitation and cleanliness work to the undersigned within 5 days of the letter of acceptance sent to the contractor.
- xvi. The Safai-Karamchari to be provided by the contractor must be in proper uniform.
- xvii. For the purpose of proper identification of the person so deployed for work under contract, proper identity card(s) will be issued to them by the contractor giving full details (name, parentage and full address etc. alongwith passport size photograph pasted thereon). The workers will display the identity cards so issued to them during the performance of their duties in the court premises. The persons not having proper identity cards will not be allowed to enter the court premises.
- xviii. The contractor shall maintain the minimum wages as applicable in the State of H.P. from time to time.
- xix. It shall be the responsibility of the contractor to fulfill all his obligations towards the person(s) deployed by him for cleanliness, under laws namely the Minimum Wages Act, EPF, compensations, Gratuity, ESI Act, Bonus Act, Maternity Benefits Act, Shop and Establishment Act etc. and provide quality service to the District Judiciary. The contractor shall have to necessarily furnish proof of such transactions on quarterly basis to this office. In case of default in this regard or there is any complaint from the staff of service provider regarding infringement of their obligatory rights, necessary action will be taken against the service provider/ contractor.
- xx. The contractor shall take precautionary measures to prevent any unlawful acts or disorderly acts on the part of his employee so deployed for cleanliness and for the maintenance of peace and protection of properties of the judicial department. In case, any of the person(s) so deployed by the service provider/ contractor does not come up to the mark or does not perform his duties properly or indulge in any unlawful act or disorderly conduct, the contractors shall remove such employee(s) immediately as per the directions of the undersigned.
- xxi. Payment of the work done shall be made on monthly bill basis by office of the Civil Judge-cum-JMFC Padhar, District Mandi, after presentation of the bill, subject to his satisfaction as well as of the undersigned.
- xxii. The worker of the contractor shall be entitled to such holidays as may be approved by the undersigned.
- xxiii. The worker of the contractor shall mark his attendance on Biometric Attendance System as well as in the Attendance Register installed/ maintained in the court of the Civil Judge-cum-JMFC Padhar, District Mandi and report to the officers/ officials of the above court or such other persons so nominated by the undersigned.

Performance Security :-

The successful tenderer shall have to deposit a FDR (pledged to the undersigned) of the amount i.e. **10%** of the total approved charges (annual) for maintaining cleanliness during the contractual period, as the Performance Security Deposit within a week from the date of receipt of acceptance letter after adjusting the amount already deposited with the tender as Earnest Money. The FDR will be refunded to the contractor/ successful bidder on successful completion of the contractual period.

Period of Contract:-

The contract period shall be initially for a period of one year. But it can be extended for another two years subject to approval by the competent authority as well as satisfactory performance of the contractor which will be adjudged by the undersigned, on the basis of services rendered by the contractor concerned and reports received from the quarters concerned.

Termination of Contract:-

The contract may be terminated in any of the following contingencies;

- i. On expiry of the contract period, if not otherwise extended further;
- ii. Giving notice of one month, in case the performance of the worker is not found satisfactory, or
- iii. In the event of breach of any of the terms and conditions of tender document and contract;
- iv. From either side by giving one month notice;
- v. On assigning the contract or any part thereof to any other person for sub letting the whole or part of the work awarded to him (contractor).
- vi. During the notice period for termination of the contract in the situation mentioned above, the contractor shall keep on discharging his duties as before, till expiry of the notice period.

Penalty:-

In case, in any day the employee of contractor fails to accomplish the part/ entire work of cleanliness or the work so done is not found satisfactory by the undersigned, Presiding Officer of the concerned court or authorized representative, then a penalty amounting to Rs.500/- (Rupees five hundred only) per day shall be imposed and the same shall be recovered either from security or deduction from running bill of the contractor.

Taxes, Duties and Levies:-

All taxes, duties and levies etc. imposed by the Central/ State Governments and local bodies in connection with his contract in force at the time of submission of bids shall be borne by the contractor and depositing of tax and other levies with the Government shall be the sole responsibility of the service provider/ contractor/ firm concerned. Mandatory deductions such as TDS, surcharge etc. will be deducted from the bill of the contractor as per government instructions.

Payment of Contractor's Bill:-

The contractor shall disburse the wages to the workers latest by 7th of every month

through cheque/ bank account. The contractor's bill will be verified on the basis of attendance and material provided by the contractor during the month by the officer/ officials of the concerned court. 100% of the total invoice value or admissible amount will be released by the concerned court on or before 7th day of the following month provided the invoice/ bill is accompanied by the proof of the following:-

- a) Verified attendance sheet of the month for which the payment is claimed.
- b) Wages statement and EPF statement showing individual deductions under different mandatory heads for the month of payment.
- c) Copies of challans/ ECRs for deposit of ESI, EPF and service tax of the previous month.

Accident for injuries to worker:-

In the event of any injury or mishap or illness of any worker(s) while performing the duties, this department shall not take any liability towards payment of expenses in connection with treatment or any compensation. It will be the sole and whole responsibility of the contractor in this regard.

Damage to property:-

Any loss to the property of this department by the worker of the contractor, shall be the responsibility of contractor and he has to make good the loss immediately, failing which the same will be recovered either from his dues or from security or from EMD amount.

Jurisdiction:-

The courts at Mandi will have the jurisdiction for trial of any matter, dispute or reference between the parties arising out of the contract. It is specifically provided that no court outside and other than courts at Mandi shall have jurisdiction in the matter.

District and Sessions Judge
Mandi, Civil and Sessions Division
Mandi, District Mandi, H.P.

Endst.No.D&SJ/MND/Out-Sourcing/2023____dated Mandi, the 10th May, 2023.

Copy alongwith application format forwarded for information and necessary action to :-

1. The Central Project Co-ordinator, Hon'ble High Court of Himachal Pradesh, Shimla, with the request to get this notice uploaded on the official website of the Hon'ble High Court, for wide publicity.
2. The Civil Judge-cum-JMFC Padhar, District Mandi.
3. All the Judicial Courts in this Division with the request to display the copies of same on their respective Notice Board for wide publicity.
4. The Assistant Programmer, of this office, with direction to get this notice uploaded on the official website of District Courts, Mandi, for wide publicity.
5. Guard file.

District and Sessions Judge
Mandi, Civil and Sessions Division
Mandi, District Mandi, H.P.

“TECHNICAL BID FORM”

**For outsourcing of services for maintaining cleanliness and sanitation in the court/
office of the Civil Judge-cum-JMFC Padhar, District Mandi, H.P.**

Tender Notice Number and date :- No.D&SJ/MND/Out-Sourcing/2023-

Dated : 10-05-2023

Last date for submission of tender :-30-05-2023

Date and time for opening and evaluation of tenders :- 02-06-2023 at 04.00 P.M.

1. Name and complete address alongwith PIN, telephone numbers and e-mail ID of the Firm/ Agency/ Service Provider :-	<i>Affix passport size photograph of the authorized person of the firm/ agency duly attested</i>
2. Registration Number of the Firm/ Agency/ Service Provider :-	
3. Name, Designation, Address and Telephone Number of the authorized person of the Firm/ Agency/ Service Provider to deal with :-	
4. Please specify as to whether tenderer is a sole Proprietor/ Partnership Firm. Name, address and telephone No. of the Director/ partner should be specified. a) b) c) d)	
5. Licence/ Registration Number under Contract Labor (R&A) Act alongwith its photo copy :-	
6. a) PAN Number (issued by Income Tax Department) alongwith photo copy of PAN Card:- b) Detail and photo copies of previous three financial year's Income Tax Returns :-	
7. Please attach the copies of the previous three years' Annual Certificates/ Audited Balance Sheets :-	
8. Proof of payment of all statutory taxes during last three years :-	
9. Total Tender Cost (in words and figures) :-	
10. Detail of earnest money deposited :- a) Amount in Rs.(in words and figures) b) FDR/ DD/ Banker's Cheque/ Guarantee No.:- c) Date of issue :- d) Name of the issuing authority:-	
11. Specify the number of employees employed by the Bidder/ Contractor/	

	Service Provider in his organization :-	
12.	Employees Provident Fund and EDLI Registration Number :-	
13.	ESI Registration Number (issued by PF ESI Director) :-	
14.	Service Tax Number :-	
15.	TIN Number :-	
16.	List of Organizations/ offices, where firm is presently providing cleanliness Services :-	
17.	Experience with Govt./ Semi Govt./ Autonomous Bodies during last three years alongwith copy of proof/ certificate issued by the concerned Deptt./ Body :-	
18.	Satisfactory performance certificates on the letter heads of any other employers, if similar services are also being provided to them since last three years.	
19.	Detail of litigation, if any, pending before any of the Courts in H.P., in which the bidder is a party :-	
20.	Any other relevant information the bidder wants to disclose :-	

Declaration by the Firm/ Agency/ Service Provider:-

This is to certify that I/ We before signing this tender have read and fully understood all the terms and conditions and instructions contained herein as well as the tender notice referred to above and undertake myself/ ourselves to abide by the said terms and conditions.

Dated:-

Name:-
Designation:-
Address:-
Contact Number:-
FAX Number:-
e-mail ID :-

“FINANCIAL BID FORM”

For outsourcing of services for maintaining cleanliness and sanitation in the court/office of the Civil Judge-cum-JMFC Padhar, District Mandi, H.P.

Tender Notice Number and date :- No.D&SJ/MND/Out-Sourcing/2023-10-05-2023 **Dated :**

Last date for submission of tender :- 30-05-2023

Date and time for opening and evaluation of tenders :- 02-06-2023 at 04.00 P.M.

Sr. No.	Particulars	Rate offered (In Rupees)	
		In figures	In words
1.	Rate for cleanliness of the premises as detailed in tender notice, including cost of material :-		
2.	Taxes, if any (please specify each):-		
3.	Total 1+2, above :-		
4.	Service Charges in % age of 3, above, to be offered by the bidder :-		
5.	Total 3+4, above :-		
6.	Service Tax @ 14% of 5, above, or as applicable :-		
7.	Grand Total :-		

Declaration by the Firm/ Agency/ Service Provider:-

This is to certify that I/ We before signing this tender have read and fully understood all the terms and conditions and instructions contained herein as well as the tender notice referred to above and undertake myself/ ourselves to abide by the said terms and conditions.

Note:-

- i) No other charges/ levies would be payable by client.
- ii) There would be no increase in rates during the contract period except provided under the terms and conditions.

Dated:-

Name:-

Designation:-

Address:-

Contact Number:-

FAX Number:-

e-mail ID :-