

OFFICE OF THE DISTRICT & SESSIONS JUDGE, BARNALA

TENDER NOTICE

Sealed tenders are invited from willing competent outsource organizations/agencies for allotment of contract of work of maintenance and cleanliness of New Judicial Court Complex, Barnala for the period w.e.f. 01.04.2024 to 31.03.2025. The covered area along with open area of complex is given below:-

JUDICIAL COURTS COMPLEX, BARNALA.

(Area in Sq. Ft)

<u>Floor</u>	<u>Covered Area (Main Building)</u>	<u>Covered Area (Judicial Malkhana)</u>	<u>Covered Area Service Block</u>
Ground Floor	30290 Sq. Ft.	4030 Sq. Ft.	6307 Sq. Ft.
Ist Floor	32023 Sq. Ft.	4135 Sq. Ft.	3905 Sq. Ft.
2nd Floor	35994 Sq. Ft.	4512 Sq. Ft.	7499 Sq. Ft.
3rd Floor	28846 Sq. Ft.	4512 Sq. Ft.	351 Sq. Ft.
4th Floor	7783 Sq. Ft.	300 Sq. Ft.	----
Total Covered Area	134936 Sq. Ft.	17489 Sq. Ft.	18062 Sq. Ft.
Open Area	20066 Sq. Ft.	8066 Sq. Ft.	----
Total Area	155002 Sq. Ft.	25555 Sq. Ft.	18062 Sq. Ft.

Proper and efficient cleaning on all working days, on all the floors of complex which includes entrances, lounges, cat walks/ramps, corridors, rooms, toilets (including all sanitary fitting viz. Urinals, wash basins, luxury tiles, sinks, water coolers etcetera with groom and swabbing them with water mixed with detergent Hydro-chloride acid and liquid phenyl etc.). This also includes cleaning of windows, dusting of Court Rooms, Record Rooms, Service Block, Doors, Window panes, grills, Terraces, Projections, removal of webs, sweeping of approaching passages, car garages, parks. The tenders be submitted for deployment of adequate number of sweepers and Supervisors, to be paid wages at the rates approved by Deputy Commissioner, Barnala, from time to time. Complete details, terms & conditions contained in Annexure "A" can be obtained from website of this Office <https://barnala.dcourts.gov.in> under the head **TENDERS**. The last date for receipt of tenders will be **14.03.2024**. Tenders will be opened in the presence of contractors or their authorized representatives, on **16.03.2024** at **02.00 P.M.** This office will not take any responsibility for any postal delay and tenders received after due date will not be accepted. Any other information may be received from this office on a working day (during the working hours).

-Sd-
(B.B.S. Teji)
District & Sessions Judge,
Barnala.

Annexure- A (Terms and conditions)

A) DESCRIPTION OF WORK

Maintenance/ cleanliness of entrance gates on all floors of Judicial Court Complex (JCC), Barnala. Proper and efficient cleaning on all days of week except Sundays, of these floors which includes entrance lounges, cat walks/ramps, corridors, rooms, toilets (including all sanitary fittings i.e. urinals, wash basins, luxury tiles, sinks, water coolers etcetera with groom and swabbing them with water mixed with detergent Hydrochloride acid and liquid phenyl etc.) This also includes cleaning of windows, dusting of Court Rooms, doors, window panes, grills, terraces, projections, removal of webs, sweeping of approaching passages, car garages.

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B) PERIOD OF CONTRACT:

Contract shall be for a period from 01.04.2024 to 31.03.2025 with effect from the date of agreement. However, contract can be extended by the competent authority subject to satisfactory performance of the work/project.

C) REGULAR CLEANING GENERAL DUTIES:

In general, the following duties shall be performed by the sanitation staff of specified area of their deployment subject to further instructions of this office. All types of cleaning work at the JCC at places indicated above falling under the purview of this contract will be taken care of :

1. The contractor shall depute at least one person outside each public toilet made in Judicial Courts Complex, Barnala from 09.00 AM to 5.00 PM. That worker shall be responsible for sanitation/cleanliness of toilets/ bathroom after every half an hour. He shall also take care of fittings and fixtures provided there in. No money will be charged from person using Public toilets.
2. All rooms to be cleaned with broom and wet mop daily.

3. Waste baskets to be emptied at least twice a day or when required.
4. Outdoors broom sweeping and garbage disposal twice a day.
5. Fire extinguisher to be kept dust free at all times.
6. Window Glasses / wire mesh are to be cleaned weekly and in addition as and when required with Colin and detergent.
7. Floor scrubbing is to be done weekly. In addition, daily cleaning of rooms with black phenyl and detergent or in addition as and when required.
8. Outside/Ramps/Cat Walks are to be cleaned weekly with water and in addition as and when required.
9. Doors/ Windows/ Other fixtures/ Water buckets etc. in each bath room are to be cleaned weekly with water/ detergent or in addition as and when required.
10. All Electrical fittings are to be cleaned with cloth Colin/ brushing as the case may be fortnightly or in addition as and when required by dusting.
11. China Wares/ Sanitary fixtures like wash basins, Glazed tiles, Water closets, urinals etc. are to be cleaned with Hydrochlorite acid/Vim once a week or in addition as and when required.
12. For the said work contractor shall employ adequate number of persons.
13. It shall be responsibility of the contractor regarding the character antecedents of Sweepers so employed and if any of them commits any mischief in the Courts Complex, the contractor shall be liable for that act.

D) LIST OF MATERIAL AND ARTICLES

The following material and articles will be supplied by the contractors himself and will be used by his staff for day to day sweeping, swabbing and cleaning operations at the site.

<u>Sr. No.</u>	<u>Name of the Material</u>
1	Phenyl Liquid
2	Detergent washing Powder
3	Homocol Tablets
4	Hydrochlorite Acid
5	Liquid Soap
6	Colin
7	Glass Duster
8	Odonil
9	Foam
10	Toilet Brush
11	Coarse Fibered Jharu (Jharu Bans)
12	Fine Fibered Jharu
13	Floor Duster
14	Hessian Cloth
15	Tissue paper to be placed in the bath rooms of Judges.

GENERAL TERMS AND CONDITIONS:

1. The rates of wages to the sweepers and the supervisors shall be determined as per the provisions of the Minimum Wages Act and not below the DC rate. The Contractor will pay wages to sweepers and supervisors as per the provisions of the Minimum Wages Act and not below the DC rate and the Contractor shall submit undertaking in this regard.
2. Contractor will deposit the Employees Provident Fund and ESI from the wages of the labour, so engaged as per provisions of Minimum Wages Act or relevant Rules/ Act applicable from time to time.
3. The penalty @ 2% of the monthly value of the contract shall be imposed for non commencement/ non performance of the work. The District & Sessions Judge, Barnala, 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 responsible and satisfactory.
4. The decision of the District & Sessions Judge with regard to the quality of work/ services delivered 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.
5. For the purpose of proper identification of persons deployed at various points, contractor will issue identity cards/ identifications documents to them duly approved by the District & Sessions Judge or Civil Judge (Senior Division), Barnala and they shall be duty bound to display the Identity Cards during duty hours. The contractor shall not employ any persons below the age of 18 years or the person(s) involved in any crime or whose case is pending in any Judicial Courts of Sessions Division, Barnala.
6. Wearing uniform by the Sanitation Staff deployed for the duty in the JCC shall be compulsory. The uniform as approved (to be approved by the District & Sessions Judge/ Civil Judge (Senior Division), Barnala) and colors coding will be supplied to them by the contractor at his own cost. Any persons found without uniform shall be penalized up to Rs. 200/- per day, which shall be recovered from the contractor from the monthly bill. The District & Sessions Judge/ Civil Judge (Senior Division), Barnala may however increase the amount of penalty in case of repeated default.
7. The persons deployed by the contractor for the work shall be the employee of the contractor for all intents and purposes and in no case, there shall be any relationship of employer and employee between the said persons and the Government either implicitly or explicitly. Contractor will ensure that persons to be deployed at work are medically fit and free from communicable disease(s) and their antecedents shall be got verified from the appropriate authority by the contractor at his own level.
8. Contractor will deposit the refundable security @ 10 % of the tendered cost which can be forfeited in case of any default.
9. The operation of sweepings, swabbing and cleaning of all the area as mentioned above shall be finished between 7.00 AM to 8.45 AM Thereafter, the sweepers shall remain

present on each floor from 09.30 AM to 5.00 PM for maintaining the cleanliness by repeatedly swabbing the floor and cleaning the urinals & toilets. An authorized Supervisor shall remain present from 09.30 AM to 5.00 PM. every day at site. His authorized representative shall remain available from sweeping, swabbing and cleanliness of the building.

10. All the waste paper collected during cleaning operations shall be placed at the place provided by the department daily and its disposal shall be the sole responsibility of contractor.
11. Contractor will be responsible for any kind of damage to the furniture, electrical & sanitary fixtures etc. while doing day to day works of sweeping, swabbing and cleaning. Contractor will also be responsible for theft of any item by his worker from the office rooms located on both the blocks of the building.
12. Contractor will not sublet the work.
13. Contractor will maintain daily records of names of sweepers and complete work assigned to them by him for the cleaning operation and daily report in the matter shall be sent to this Office.
14. Contractor will be responsible for the welfare of the sweepers and the employees so engaged by him such as payment of wages or any type of accident/ Mishap etc. The department will have no concern with any such problems of the sweepers and other employees so engaged by the contractor. In case, of absence of any worker, suitable substitute will be provided by the contractor at his own level.
15. Inspection would be carried out by the representative of the department. During such inspection contractor or his authorized representative will accompany the official/officer of the department at that time. In the event of cleaning work found not done properly, penalty upto Rs. 2000/- shall be imposed upon the contractor for each such occasion.
16. Running payment will be made to the contractor on monthly basis. He will submit his bill on 1st day of every month following the month for which it is payable. The payment will be released by the department only after satisfying itself regarding satisfactory cleaning of the building during the month as per terms and conditions. No interest will be payable in case any delay occurs in payment to the Contractor for want of receipt of funds, for want of sanction or some other administrative problems.
17. The department shall deduct income tax at source (T.D.S.) @ 2 % of the payment to be made to the contractor from time to time under section 194 C (1) of the Income Tax, 1961.
18. In case of poor performance of the contractor the department shall have the right to terminate the contract at any time after giving a notice of one week.
19. Contractor shall take all reasonable precautions to prevent any unlawful acts by his employees so deployed for the work and for the preservation of peace and protection of persons and property of the Judicial Courts Complex and for any lapse by them,

contractor himself shall be responsible.

20. Contractor will keep this office indemnified against all the losses caused to the Govt. property way of theft, mishandling or otherwise and the claims whatsoever in respect of the employees deployed by contractor at various points. Contractor will be responsible for making good the loss caused to the sanitary and public health fittings, electrical etc. of the Judicial Court Complexes. All disputes shall be subject to jurisdiction of Barnala Court.

21. Arbitration Clause: The Addl. District & Sessions Judge-I, Barnala shall be the sole arbitrator. The language of the arbitration proceeding shall be English. The arbitration Award shall be final and binding on the parties. The venue of the Arbitration proceeding shall be Barnala. Pending decision on a dispute and until the arbitration 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.

Sd/-

(Chetan Sharma)
Civil Judge (Jr. Divn.) - I,
Barnala.

Sd/-

(Gurbir Singh)
Secretary, District Legal Services Authority,
Barnala.

Sd/-

(Devinder Kumar Gupta)
Additional District & Sessions Judge - I,
Barnala.