

**OFFICE OF THE DISTRICT & SESSIONS JUDGE, BARNALA**

**TENDER NOTICE**

Sealed separate tenders are invited from reputed, competent and responsible outsource companies/organizations/agencies having sufficient experience in the horticulture field for the allotment of work contract for maintenance of greenery and plantation work of Judicial Courts Complex, Barnala for the period from dated 01.04.2024 to dated 31.03.2025. The information qua total landscaping area for the purpose of greenery and plantation work as well as total number of Malis required to be employed for the said Judicial Courts Complex is given below:-

Sr. No.	Name of the Judicial Courts Complex	Total landscaping area to be maintained by the Malis for greenery and plantation work	No. of Malis to be employed
1.	Judicial Courts Complex, Barnala	50,000 Square Feet	02

Proper and efficient maintenance of greenery and plantation work i.e. up-keeping of green area, landscaping, lawns, pots etc. in the Judicial Courts Complex will have to be done on all days of the week except Sunday on all the floors of Courts Complex and landscaping area *inter alia* including inter-cultural works, watering, weed removal, plants pit preparation/maintenance, pruning, hedge trimming and timely addition of manure and fertilizer and planting of seasonal/perennial plants and flowers. The Tenderer will be responsible for employment of **02** Malis at Judicial Courts Complex, Barnala. The agency shall provide all tools, equipments and machines required for the maintenance of greenery and plantation work.

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 **18.03.2024** at **03.00 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 obtained from this office on a working day during the working hours.

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**(B. B. S. Teji)**  
**District & Sessions Judge,**  
**Barnala. 23.02.2024**

**Annexure- A (Terms and conditions)**

**A) DESCRIPTION OF WORK**

Proper and efficient maintenance of greenery and plantation work i.e. up-keeping of green area, landscaping, lawns, pots etc. in the Judicial Courts Complex will have to be done on all days of the week except Sunday on all the floors of Courts Complex and landscaping area *inter alia* including inter-cultural works, watering, weed removal, plants pit preparation/maintenance, pruning, hedge trimming and timely addition of manure and fertilized and planting of seasonal/perennial plants and flowers.

**JUDICIAL COURTS COMPLEX, BARNALA.**

(Area in Sq. Ft)

Sr. No.	Name of the Judicial Courts Complex	Total landscaping area to be maintained by the Malis for greenery and plantation work	No. of Malis to be employed
1.	Judicial Courts Complex, Barnala	50,000 Square Feet	02

**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.

**GENERAL TERMS AND CONDITIONS:**

1. The Agency will deploy 02 Malis at Judicial Courts Complex, Barnala.
2. The rates of wages to the Malis shall be determined as per the provisions of the Minimum Wages Act and not below the DC rate. The Contractor will pay wages to Malis as per the provisions of the Minimum Wages Act and not below the DC rate and the Contractor shall submit undertaking in this regard.
3. The purpose of maintenance of garden is to ensure that the whole garden and landscaping of premises must look clean, hygienic, rich with lush green lawns, gardens and beautiful flowers so as to provide an excellent ambiance of work-environment and to make it a good eye soothing view to litigant/public, advocates and Judicial Officers. The Agency has to undertake all such jobs/activities required to maintain the garden area in a presentable condition and in above mentioned spirit at all the time whether such activities are elaborated hereunder or not.
4. The Agency shall be responsible for maintenance of greenery and plantation work of Judicial Courts Complex at Barnala for proper and efficient horticulture services on all days of week except Sundays. The Agency shall be responsible for the maintenance of all the trees, plants, shrubs, hedges, lawns and flower bed preparation by uprooting the old plants for sowing planting of new seedling (seasonal and perennial both) and different types of cutting including earth work, spreading and mixing of manure and fertilizers and leveling and bund making etc.. To prepare and maintain flowers and plant

pots with flowers and plants both indoor and outdoor at designated place to be decided in consultation with designated officer. This job also includes regular watering of grass, lawns, trees, shrubs, plants etc., spraying of insecticides, pesticides, weedicides on the plants as and when required, removing the waste to the proper place. Inter-cultural operation and maintenance of the plants both in flower beds and pots including preparation of soil mixture (manure, soil, fertilizers), weeding, liming, manuring, filling of pots with soil mixture, cutting of hedges, grass cutting in lawn and lifting the grass to the compost pit. Any other job which is required to make the Courts Complex from Horticulture point of view beautiful with lush green lawns.

5. The Agency shall be bound to deliver quality of work as per the terms and conditions of the tender submitted by it.
6. No request for the increase of rates shall be entertained during the period 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, the Agency shall 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.
7. The Agency shall deposit the Employees Provident Fund and ESI from the wages of the labourers so engaged as per provisions of Minimum Wages Act of Labour Department, Punjab or as permissible in accordance with relevant Acts applicable, from time to time.
8. The decision of the District & Sessions Judge, Barnala or the officer designated by him with regard to the quality of work/services done by the Agency shall be final and acceptable to the Agency. The Agency will, therefore, rectify the defect so pointed out without any extra payment.
9. For the purpose of proper identification of persons deployed at various points, Agency will itself issue them the identity cards/identification documents duly approved by the District & Sessions Judge, Barnala or the officer designated by him and they will be duty bound to display the identity cards at the time of duty. Agency will not employ any person below the age of 18 years or the persons involved in any crime or connected with any case pending in any Judicial Court.
10. The wearing of uniforms by the horticulture staff (Malis) deployed for the duty in the Judicial Court Complex, Barnala shall be compulsory. The uniform as approved by the District & Sessions Judge, Barnala or the officer designated by him will be supplied to Malis by Agency at its own cost. Any person found without uniform shall be charged up to Rs.100/- per day as penalty for such lapse and penalty charges shall be recovered from the monthly bill of the Agency. The District & Sessions Judge, Barnala may

however, increase the amount of penalty in the case (s) of repeated defaults, as he deemed fit.

11. The persons deployed by the Agency for the work shall be the employees of the Agency for all intents and purposes and in no case, there shall be any relationship of employer and employee between the said persons and the Punjab Government/the department, either implicitly or explicitly. Agency will ensure that employees are medically fit and free from communicable disease(s). The antecedents of the person to be provided by Agency will be got verified from the appropriate authority by Agency at his own level. **The Agency will engage its own workers and equipments to execute the allotted work satisfactorily.** None of the staff of the Agency or his/her legal heirs shall have any right to lay any claim against the office of District & Sessions Judge, Barnala or the department, 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. The Agency should get the Police Verification of its workers done and thereafter to submit its report to the office of District & Sessions Judge, Barnala.
12. The Agency shall be responsible for any kind of damage while doing day to day works of horticulture. Agency shall also be responsible for theft of any item by its labour from the office or rooms located on all the floors of the building(s).
13. The Agency shall not sublet the work.
14. The Agency shall maintain daily records of the names and the complete particulars of its workers which will be engaged by it for the horticulture work and daily report shall be sent to Civil Judge (Sr. Divn.), Barnala. In case, the Agency is not able to deploy the total number of workers as per the detail mentioned above on daily basis, then proportionate deduction will be made from his monthly bill.
15. The Agency shall be responsible for the welfare of the Malis so engaged by it for the payment of wages, and other statutory wages/compensation and liabilities accruing to the employees engaged by it. Agency shall also undertake to remain responsible without any reference to any other authority for any kind of accident/mishap etc. with its employees and also for any civil and criminal liability incurred by its employees. The department shall have no concern with any problem and liability incurred by the Malis engaged by the Agency in any manner.
16. Inspection would be carried out by the representative of the department from time to time. During such inspection, the Agency or its authorized representative shall 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 work qua greenery and plantation work on any day, penalty may be levied for occasion by the

department up to an amount of Rs.1,000/-. Decision of the District & Sessions Judge, Barnala will be final in this regard.

17. Running payments will be made to the Agency on monthly basis. Agency shall submit bill on 1<sup>st</sup> day of every month. The payment shall be made through cheque/online by the department only after satisfying itself regarding satisfactory condition and subject to availability of the Budget.
18. The department shall deduct income tax at source (T.D.S) at the stipulated rate of the payment to be made to the Agency from time to time under Section 194 (1) of the Income Tax Act, 1961. In case, Agency not have PAN/TAN number, then it has to obtain the same within a period of 15 days from grant of contract and copy of same be supplied to District Nazir. The Agency shall be liable to pay all the applicable taxes to the government as per law.
19. In case of unsatisfactory work, the department shall have the right to terminate the contract after giving a notice of one week. The office reserves the right to cancel the Contract and that will lead to blacklisting of the Agency for future contracts/tendering in the office upto five years. 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 to this office in respect of the information so furnished by the Agency, whatsoever, even before the expiry of the contract period.
20. The Agency shall take all reasonable precautions to prevent any unlawful acts or disorderly conduct of its employees so deployed.
21. In case any of the persons, so deployed by Agency, do not come up to the mark or not perform their duties properly or indulge in any unlawful act or disorderly conduct, Agency shall take suitable action against such employees on the report of this office.
22. In case of any complaint/defect pointed out by the authority concerned, Agency will immediately replace the particular person so deployed without further arguments.
23. The Agency shall be responsible to indemnify the office/department against all the losses caused to the Judicial Courts Complex, whatsoever in respect of the employees deployed by Agency at various points.
24. The Agency shall be responsible for any profit or loss arising out of the contractual work. No objection in this regard shall be heard by the department.
25. Without prejudice to the generality of the above, the Agency shall carry out such other jobs relating to the contract without any delay as may be assigned to it by this office.
26. The Agency shall be required to ensure best horticulture services and must have the suitable and latest horticulture equipments in good working conditions with them to provide greenery and plantation work as per the requirement of the office.

27. The Agency will also appoint one person as a Supervisor in addition to his work as a Mali, out of the two persons deployed for the Court Complex, which may be necessary for better co-ordination and best quality of horticulture ( Mali) services.
28. 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.
29. The area mentioned in the form for horticulture services is tentative and can be increased/decreased as per the requirement of this office. The office also reserves the right to withdraw any area/unit mentioned in the form and no compensation is payable for the same.
30. The office shall not in any manner be concerned with the internal affairs of the Agency i.e. dispute and dissolution etc. or any other affairs between Agency & workers, between workers & workers or between Agency and third party, between workers/Agency 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.
31. The Agency shall be duty bound to render the horticulture 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), Barnala.
32. The rates of wages to the Malis shall be as per the provisions of the Minimum Wages Act. Agency will solely be responsible for compliance of all the legal provisions w.r.t. Contract and its employees without any reference to the office of District & Sessions Judge, Barnala.
33. The Agency will submit certificate to the effect that Mali(s) are paid full salary at the DC rates.
34. In case of non providing of services/providing inferior quality services, this office reserves the right to levy penalty on the Agency on the following counts: -
  - (a) Breakdown of services for upto Rs. 2,000/- per day.
  - (b) The penalty @10% 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 Agency in case the authority competent to do so finds that the grounds given by the Agency are reasonable and satisfactory.
  - (c) The Agency shall be liable for any loss to this office caused due to theft/breakage attribute 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.

35. 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 convent thereof shall be referred for arbitration to the Sole Arbitrator so appointed by the District & Sessions Judge, Barnala. The arbitration award shall be final and binding on the parties. The venue of the arbitration proceedings shall be at Barnala. During the pendency of arbitration process, 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.

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**(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.**