# OFFICE OF THE DISTRICT AND SESSIONS JUDGE, BILASPUR, H. P.

No.DSJ/BLP/EC/8-26/outsources/2019-Dated Bilaspur, the 26th February, 2024.

#### TENDER NOTICE.

Tenders/bids through limited tender system, under sealed envelope addressed to the undersigned, are hereby invited by this office, on or before 15.03.2024 up to 04.00PM for carrying out cleanliness and sweeping work in the following Court(s)/office(s), purely on outsource basis, for a period of one year from 01.04.2024 to 31.03.2025 with due approval of the competent authority or till further orders issued in this behalf, which ever is earlier, on the terms and conditions mentioned below. The tenders/bids shall be opened on 18.03.2024 in presence of the bidders who may opt to be present and negotiate the rates, if so desired:-

Sr. No.	Name of the office for which the services are required	Area sq.m/feet	Number of person required
1	The Additional District & Sessions Judge, Ghumarwin, District Bilaspur, H.P.	281.69 mt. (3032 Sq.feet.)	01
2.	The Civil Judge-cum-JMFC, Jhandutta, District Bilaspur, H.P.	156.31mt.(1681.89Sq.feet.)	01

#### TERM AND CONDITIONS.

### Scope of work by the Contractor:

- i) The general cleaning (sweeping, mopping, dusting, garbage removal and any other incedental work with regard to 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 by the contractor/successful bidder for the month in advance. However, general cleaning of toilets etc. have to be done twice a day in any circumstances viz. once in the morning and once during lunch hours.
- Stain removal treatment to above premises including windows, walls, doors, toiletes etc. has to be done when required.
- iii) Removal of grabage 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.

#### General Terms and Conditions:

- Two each separate sealed envelopes should be used for submitting
  - (i) "Technical Bid" consisting of detail of cleanliness services to be provided alongwith commercial terms and conditions; and Earnest Money by mentioning on the envelope"Technical bid for cleanliness services in the Court of Additional District & Sessions Judge, Ghumarwin and Civil Judge, Jhandutta"
  - (ii) <u>"Financial Bid"</u> indicating the cost of cleanliness services mentioned in Technical bid. The envelope must super scribe "Financial bid for cleanliness services in the Court of Additional District & Sessions Judge, Ghumarwin and Civil Judge, Jhandutta" with complete address of bidder with mobile number on the left bottom corner of the envelope.
- The tenderer/bidder 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 Himachal Pradesh, to which tenderer/bidder is a party.
- 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
- The tenderer/bidder shall have the following mandatory Registrations and details alongwith documentary proof shall be furnished, failing which bid shall not be considered:
  - a) PF and EDLI Registeration.
  - b) ESI Registeration.
- c) Service Tax Registration.
- d) Should have PAN for Income Tax Department.

- The tenderers/bidders 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, Bilaspur, H.P." payable at Bilaspur, which will be refunded to 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) modification or withdrawl of bid after the deadline for submission of bid(s) and during the validity period;
- refusal of the tenderer to accept an arithmetical error or otherwise appearing on the face of the bid(s);
- failure on the part of successful tenderer to sign/execute the contract within stipulted period, in accordance with 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;

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.

- I. 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 fo contract, the offer shall stand cancelled automatically and contract/work will be awarded to the next bidder.
- II. The undersigned reserves the right to reject any or all the tenders without assigning any reason therefor. No enquiry, verbal or written shall be entertained in respect of acceptance/rejection of the tender.
- III. Only valid and viable bids will be considered. Bids having cuttings and poor writing (not legible) shall not be considered. Cuttings and over writings in the tender, if any, should be attested by authorized person submitting the tender, failing which it will be rejected straightway.
- IV. Each page of the bid document must be signed by the tenderer along with seal of contractor/firm/companies/co-operative societies/NGOs, as the case may be.
- V. On the basis of the report of the Presiding Officer of the concerned Court or the authorized official(s) as well as the observations of the undersinged/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.
- VI. The Judicial Department shall not be, in any maner, concerned with the internal affairs of the contractor that may be regarding dispute with workers engaged by him or dissolution etc.
- VII. The contractor shall have to engage one (01) person for whole day's work for the aforesaid Court(s) in a month. The providing of paid off or leave reserve worker shall be responsibility of the contractor and no extra payment shall be made to him on this account. The contractor shall employee only adult trained, efficient and responsible staff with good health and sound mind for relevant services. The worker should not be below 18 years and above 45 years of age. The persons so deployed shall be under the over all 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 wages etc. and all other dues which the contractor is liable to pay under various Labour Act and Rules.
- VIII. 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 persons 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.
- IX. 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 acceptane sent to the contractor.
- X. The Safai-Karamchari to be provided by the contractor must be proper uniform.
- XI. 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 contactor giving full details (name, parentage and full address etc. alongwith passport size photograph pastd 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.

XII. The contractor shall maintain the minimum wages as applicable in the State

of H.P. from time to time.

It shall be the responsibility of the contractor to fulfill all his obligations XIII. towards the person(s) deployed by him for cleanliness, under laws namely Minimum Wages Act, EPF, compensation, 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 his 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.

XIV. The contractor shall take precautionary measures to prevent any unlawful act or disorderly behaviour on the part of his employee so deployed for cleanliness and for the maintain of peace and protection of property 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 contractor shall remove such employee(s) immediately as per the directions of the undersigned.

Payment of the work done shall be made on monthly basis by the concerned office after presentation of the bill, subject to their satisfaction as well as of

the undersigned.

XVI. The worker of the contractor shall be entitled to such holidays as may be approved by the undersigned.

XVII. The worker of the contractor shall mark his attendance on the register maintained in the concerned Court and report to the Officers/officials of the concerned Court.

#### **Performance Security:**

XV.

The successful tenderer/bidder 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 Performace 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 performace 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 terminted in any of the following contigencies:

On expiry of the contract period, if not otherwise extended further.

- 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
- iv. From either side by giving one month notice;
- On assignining the contract or any part thereof to any other person for sub letting the whole or part of the work awarded to contractor.
- vi. During the notice period for termination of the contract in the situation mentioned above, the contrator shall keep on discharging his duties as before, till the expiry of 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 deducted from running bill of the contractor.

### Taxes, duties and levies:

All taxes, duties and levies etc. imposed by the Central/State Government 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 taxes and other levies with the Government shall be the sole responsibility of the service provider/contractor/firm concerned. Mandatory deductions such as TDS, surcharges etc will be deducted from the bill of the contractor as per Government instrucitions.

## Payment of Contractor's Bill

The contractor shall disburse the wages to the workers latest by  $7^{\text{th}}$  day 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/official of the court concerned. 100% of the total invoice value or admissible amount will be released by the concerned office by  $7^{\text{th}}$  of the following month provided the invoice/bill is accompanied by the proof of the following :

- i. Verified attendance sheet of the month for which the payment is claimed.
- ii. Wages statement and EPF statement showing individual deductions under different mandatory heads for the month of payment.
- iii. Copies of challans/ECRs for deposit of ESI, EPF and service tax of the previuos month.

## **Accident for injuries to workers:**

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 concerned 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 Bilaspur shall 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 Bilaspur shall have jurisdiction in the matter.

( Chirag Bhanu Singh )
District & Sessions Judge,
Bilaspur, H.P.
HP01013

Endst. No. As above. 1087 Dated Bilaspur, the Copy alongwith copy of format forwarded to:

26<sup>th</sup>, February, 2024.

- 1. The Central Project Co-ordinator, Hon'ble High Court of H.P., Shimla-171001 with the request to get this notice uploaded on the official website of the Hon'ble High Court, for wide publicity.
- 2. All the Judicial Officers of this Division with the request to display the copy of the same on their respective Notice Board for wide publicity;
- 3. The Deputy Commissioner, Bilaspur;
- 4. The Superintendent of Police, Bilaspur;
- 5. The Sub Divisional Officer (Civil), Sadar, Bilaspur/Ghumarwin/ Jhandutta with the request to display the copies of the same on their respective Notice Board for wide publicity.
- 6. The Assistant Programer of this office with the direction to get this notice uploaded on the official website of District Courts, Bilaspur for wide publicity;

7. Notice Board of this office.

District & Sessions Judge, Bilaspur, H.P.

HP0101B2

# "TECHNICAL BID FORM"

Quotations for outsourcing the cleaniliness and sanitation work in the Court/ office of the Additional District & Sessions Judge, Ghumarwin, District Bilaspur, H.P.

Tender Notice Number and date:-

No.DSJ/BLP/EC/8-26/2019-Dated 26.02.2024

Last date for submission of tender:

15.03.2024

Date and time for opening and evaluation of tender:- 18.03.2024 at 4:00PM

1.	Name and complete address alongwith PIN, telephone numbers and e-mail ID of the Firm/ Agency/Service Provider	1
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 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 Labour (R&A) Act alongwith its photocopy:-	
6.	a) PAN Number (issued by income Tax Department) alongwith photocopy 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 sheet:-	
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)	

	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 EDL 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 idder 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:contract Number:-Fax number:e-mail ID:-

## "FINANCIAL BID FORM"

Quotations for outsourcing the cleaniliness and sanitation work in the Court/office of the <u>Additional District & Sessions Judge, Ghumarwin, District Bilaspur, H.P.</u>

Tender Notice Number and date:-

No.DSJ/BLP/EC/8-26/2019-

Dated 26.02.2024

Last date for submission of tender:

15.03.2024

Date and time for opening and evaluation of tenders: -18.03.2024 at 4:00PM

Sr.	Particulars	Rate offered (in Rupees)	
No.		In Figures	In words
1.	Amount to be paid as minimum wages to the cleanliness worker, per month.		
2.	ESI contribution		
3.	EPF contribution		
4.	Total (1+2+3)		
5.	Material charges, per month.		
6.	Contractor fee/earning, per month.		
7.	Taxes, if any a) b) c) Total (a+b+c)		
8.	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 contarct period except provided under the terms and conditions.

Dated:

Name:-Designation:-Address:contract Number:-

Fax number:e-mail ID:-

# "TECHNICAL BID FORM"

Quotations for outsourcing the cleanliness and sanitation work in the Court/ office of the Civil Judge-cum-JMFC, Jhanduta, District Bilaspur,

Tender Notice Number and date:-

No.DSJ/BLP/EC/8-26/2019-

Dated 26.02.2024

<u>Last date for submission of tender:</u> 15.03.2024

<u>Date and time for opening and evaluation of tenders</u>:-18.03.2024 at 4.00PM

1.	Name and complete address alongwith PIN, telephone numbers and e-mail ID of the Firm/ Agency/ Service Provider	
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 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 Labour (R&A) Act alongwith its photocopy:-	(
6.	a) PAN Number (issued by income Tax Department) alongwith photocopy 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 sheet:-	
8.	Proof of payment of all statutory taxes during last hree years:-	
9.	Total Tender cost (in words and figures):-	
10.	Detail of earnest money deposited:-	
	a) Amount in Rs. (in words and figures)	4
	b) FDR/DD/Banker's Cheque/ Guarantee No.	
	c) Date of issue:-	
	d) Name of the issuing authority:-	n en

11.	Specify the number of employees employed by the Bidder/Contractor/ Service Provider in his organization.	
12.	Employees Provident fund and EDL 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 idder 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:contract Number:-Fax number:e-mail ID:-

### "FINANCIAL BID FORM"

Quotations for outsourcing the cleaniliness and sanitation work in the Court/ office of the <u>Civil Judge-cum-JMFC</u>, <u>Jhandutta</u>, District Bilaspur, H.P.

Tender Notice Number and date:-

No.DSJ/BLP/EC/8-26/2019-

Dated 26.02.2024

Last date for submission of tender:

15.03.2024

Date and time for opening and evaluation of tenders: -18.03.2024 at 4:00PM

Sr. No.	Particulars	Rate offered (in Rupees)	
		In Figures	In words
1.	Amount to be paid as minimum wages to the cleanliness worker, per month.		
2.	ESI contribution		
3.	EPF contribution		
4.	Total (1+2+3)		
5.	Material charges, per month.		
6.	Contractor fee/earning, per month.		
7.	Taxes, if any a) b) c) Total (a+b+c)		
8.	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 othercharges/levies would be payable by client.

ii) There would be no increase in rates during the contarct period except provided under the terms and conditions.

Dated:

Name:-Designation:-Address:contract Number:-Fax number:e-mail ID:-