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OFFICE OF THE DISTRICT AND SESSIONS JUDGE, FEROZEPUR TENDER NOTICE

Sealed tenders are invited from reputed, willing, competent outsourcing organization/ agencies having sufficient experience in the field for allotment of contracts regarding work of maintenance for Cleanliness of Judicial Courts Complexes, Ferozepur, Zira and Guruharsahai for the period w.e.f. 01.04.2024 to 28.02.2025. The Covered area along-with open area of the Courts complexes is given below:

JUDICIAL COURTS COMPLEX, FEROZEPUR

(Block A)				
Judicial Courts Complex, Ferozepur		Ground Floor	19630 Sq. Ft.	
do		First Floor	19630 Sq. Ft.	
do		Second Floor	19630 Sq. Ft.	
do		Basement	56160 Sq. Ft.	
do		Block Side	13125 Sq. Ft.	
do	Public Toile	et on Ground Floor (3nos@448)	1345 Sq. Ft.	
		(Block B)		
Judicial Courts Complex, Ferozepur		Ground Floor	14408 Sq. Ft.	
do		First Floor	14408 Sq. Ft.	
do		Second Floor		
do		Block Side	13243 Sq. Ft.	
do	Public Toile	et on Ground Floor (3nos@448)	1345 Sq. Ft.	
		(Block C)		
Judicial Courts Complex, Ferozepur		Ground Floor	15020 Sq. Ft.	
do		First Floor	15020 Sq. Ft.	
do		Second Floor		
do	Public Toilet on Ground Floor (3nos@448)		1345 Sq. Ft.	
do		Judges Parking	17782 Sq. Ft.	
		(Block D)		
Judicial Courts Complex, Ferozepur		Ground Floor	12064 Sq. Ft.	
do		First Floor	12064 Sq. Ft.	
do		Second Floor	12064 Sq. Ft.	
	JUDICIA	L COURTS COMPLEX, ZIRA		
Covered Block Ground Floor		Including area such as ramp, projection, corridors & walls	26,957 Sq. Fee	
Court Block 1st Floor		do	26,520 Sq. Fee	
Litigation Block Ground Floor		do	7681.38 Sq. Fee	
Litigation Block 1st Floor		do	7681.38 Sq. Fee	
Connecting Corridor Ground Floor		do	807.81 Sq. Fee	
Connecting Corridor 1st Floor		do	807.81 Sq. Fee	
Ramp Total Area		do	2200.25 Sq. Fee	
Total Parking Area		do	66,960 Sq. Fee	
JUD	CIAL COU	RTS COMPLEX, GURUHARS	HAI	
Covered area used b	y Courts		5508 Sq. Feet	
Uncovered Area including park, parking etc.			66912 Sq. Feet	
Total			72420 Sq. Feet	

Proper and efficient cleaning thrice a day & all days of the week except Sundays on all the floors of complex which includes entrance, lounges, cat walks/ramps, stairs, corridors, rooms, toilets including all sanitary fittings. This also includes cleaning of windows, dusting of Court Rooms, Doors, Window panes, grills, Terraces, Protections, removal of webs, sweeping of approaching passages, car garages and parks. The tender be submitted for deployment of 29 whole time Sweepers and two Supervisors full time and One Supervisor part time (18 Sweepers and 01 full time Supervisor for Judicial Courts Complex, Ferozepur, 05 Sweepers and 01 full time Supervisor for Judicial Courts Complex, Zira and 06 Sweepers and 01 part time Supervisor for Judicial Courts Complex, Guruharsahai) to check the sweepers and provide sufficient material/articles every month and cleanliness at least twice aday at the approved rate of Deputy Commissioner, Ferozepur for the period w.e.f. 01.04.2024 to 28.02.2025.

The firms will also submit the quotations for one time purchase of 04, 02 and 01 Sanitary Napkin Vending Machines at the Judicial Courts Complex, Ferozepur, Zira and Guruharsahai, separately.

The service provider will refill aforesaid vending machines from time to time and at no time the said machines should run out of the sanitary napkins.

The detailed terms and conditions with the application form can be obtained free of cost from the office of the undersigned on any working day by hand or through post by sending a self addressed adequately stamped envelope. The said form can also be obtained from the website i.e. https://districts.ecourts.gov.in/ferozepur. Last date for receipt of tenders will be 15.02.2024 in the office of undersigned. Tenders will be opened in the presence of contractors or their authorized representatives, on 19.02.2024 at 03.30 PM in the Conference Hall 1st Floor, Judicial Court Complex, Ferozepur. This office will not take any responsibility for any postal delay. Tenders received after due date will not be accepted. The Undersigned reserves the right to cancel the contract or to change any and all terms and conditions at any time without prior notice. Any other information can be obtained from telephone No. 01632-244064 or the aforesaid website. This office will not take any responsibility for any postal delay and tenders received after due date will not be accepted.

Dated:-25.01.2024

Sd/-District & Sessions Judge, Ferozepur

PARTICULARS OF THE AGENCY FOR PROVIDING MANNUAL CLEANING AND SWEEPING SERVICES FORM – B

1.	Name of the Agency	
2.	 (a) Status of the Agency (individual) Partnership Firm/Pvt. Ltd. Company, Society) (b) Registration No. (Please attach copy of Registration certificate) (c) Established in (Year) 	
3.	Permanent Address	
4.	Telephone/Mobile	
5.	Fax No./E-mail 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 No. of Agency (Please attach copy)	
11.	TAN No. of Agency (Please attach copy)	
12.	No. of employees at present working with the agency.	
13.	No. of present clients with list	
14.	Turnover of the last three years	
15.	Performance reports from clients for the last three years (to be attached preferably from any Star Catering Hotels/Renowned Institution)	
16.	Details of Demand Draft No.	Amount ₹. /-

SIGNATURE OF CONTRACTOR WITH SEAL & DATE.

TERMS AND CONDITIONS

- 1. The form(s) must be accompanied by refundable earnest money of ₹.10,000/(Rupees Ten Thousand only) in the shape of a Bank Draft drawn on any scheduled Bank in favour of the District & Sessions Judge, Ferozepur. The amount of earnest money shall not be accepted through cheque and cash. The earnest money of the successful agency shall be converted into performance security and shall be refunded without interest after the faithful execution/ completion of the contract.
- 2. Form(s) received through fax, email or without earnest money and not submitted on the prescribed proforma shall not be entertained.
- The agency applying will also fill the attached tender form as well as form "B". Bid should be put in a sealed envelope and superscribed by the words "Bid for providing of Cleaning and Sweeping services". The agency submitting the bid should give maximum information regarding themselves and capabilities, as they deem fit.
- 4. The agency will have to submit the rates on monthly basis, which must include the GST, EPF and ESI etc and other taxes as applicable by the State as well as other expenses as the agency deem proper for providing efficient service of cleanliness.
- The agency will also install 04, 02 and 01 number of Sanitary Napkin Vending Machines (coin operated) at the Judicial Courts Complex, Ferozepur, Zira and Guruharsahai respectively and the quotations for one time purchase of the sanitary napkin vending machines will also be submitted by the agency along-with the tender.
- 6. The agency will refill the vending machines from time to time and the machines shall not run out of the sanitary napkins at any time. The amount collected in the machine will remain with the agency itself.
- 7. The agency will also be responsible for taking care of the vending machines as well as its repair and maintenance as and when required during the tenure of the tender.
- 8. The agency must be a registered company or licensed undertaking and must have sufficient experience in the field and preferably in institution of the kind, size and repute where similar services have been provided by them.
- 9. The interested parties are required to visit the Court Complex on any working day between 09.30 AM to 04.00 PM with prior intimation to the office, to ascertain the nature and extent of services to be provided.
- 10. Form(s) should be signed by the authorized signatory along-with the seal of the agency, company, undertaking. The agency is free to quote rates for any or all units. Correction/over-writing, if any, should be authenticated under the signatures of the authorized person. However, the office reserves the right to place the order in parts or as a whole to one or more agency.
- 11. The authorities may like to have live demonstration by the agency and shortlist the parties on the basis of equipment, manpower and quality of material intended to be used, capability and suitability.
- 12. The validity of the offers shall be for 15 days from the date of award and the finally approved and determined rates will remain in force initially for one year from the date award of contract with a provision to extend further for a

year to year basis on the same rates or as my 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 current 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 earnest money shall stand forfeited automatically and shall also be liable to pay damages/compensation equal to the costs incurred by the office in marking alternative arrangements besides the black listing the agency.

- 13. The successful agency will also have to submit the security @ 10% of the tendered cost in case against receipt of a bank guarantee by a Nationalized Bank which can be forfeited in case of any default, which shall be released/refunded without interest, after the faithful execution/completion of the contract.
- Running payments will be made to the agency on monthly basis. The agency will submit its bill on first day of every month. The payment will be made by the department only after satisfying itself regarding satisfactory cleaning of the building during the month as per terms and conditions.
- 15. 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 94C of the Income Tax Act, 1961.
- The rates would be quoted on the enclosed annexures containing are/specifications to be covered for providing manual cleaning services for the period specified in period of contract both in figures as well as words. The rates quoted should be eligible or without any other writing or cutting.
- 17. The rate of wages to the Sweepers and the Supervisors shall be determined as per the provisions of the Minimum Wages Act.
- 18. The agency will deposit the Employees Provident Found 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, if applicable and as permissible as per Act/Rule.
- 19. Allotment of contract will be made on the basis of lowest aggregate rates quoted by the agency. Further, the contract awarded shall be commercial agreement and not for creating any employment. The District & Sessions Judge reserves the right to negotiate the rates as well as the terms and conditions, as it may deem necessary before allotment of the contract.
- 20. DESCRIPTION OF WORK:- The agency will be required to clean, Court Rooms, Retiring Room, 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, Canteen, Basement and surroundings at the prescribed intervals as well as any other item, equipment, fitting, furniture including carpets mats etc. within the complex. The agency also has to engage suitable number of female workers for the cleaning and sweeping of the ladies washrooms. Agency is required to clean all the area i.e Open area as well as covered area within the boundary wall of the court complex. All the necessary details of the covered area are mentioned in the Tender Notice.

21. LIST OF MATERIALS AND ARTICLES. The following materials and articles will be supplied by the contractor himself and will be used by his staff:-

Sr. No.	List of the Material.
1.	Soft Brooms/ Fine Fibred Jharu/ Pocha
2.	Phenyl liquid.
3.	Naphthalene Balls
4.	Harpic (Liquid Toilet Cleaner)
5.	Detergent Powder
6.	Surf
7.	Wiper
8.	Toilet Cleaning Brush
9.	Soap
10.	Toilet Air Freshener.
11.	Room Air Freshener.
12.	Glass Cleaner.

All the articles should be of Govt. approved brands.

PERIOD OF CONTRACT:- Initially the contract shall be for the period from the date of actual taking over the contract upto **28.02.2025**. However, the contract can be extended further by the competent authority subject to satisfactory performance of the work/project.

<u>Note:1</u> Cleaning would include cleaning of curtains, towels, carpets, buckets, wash-basin, toilet seats and other items in toilets, dry and wet scrubbing of floor area of the entire building, dusting/cleaning of windows, doors, almirahs furniture, fans, tubes, electric fitting, sanitary fitting, glass panes, equipment, computers and all appliances, subservient to the use of the premises etc. so as to stain free and removal of cobwebs.

<u>Note:2</u> The Cleaning Agent shall be non acidic and non corrosive. It should not damage or diminish shine of any of the fitting and fixtures.

<u>Note:3</u> Without prejudice to the generality of the foregoing, the agency will be required to perform regular cleaning general duties.

<u>Note:3</u> The contractor will submit the cleaning articles to the Nazir Branch of this office.

23. REGULAR CLEANING-GENERAL DUTIES.

- (i) Clean all Court Rooms, staff rooms including attached balconies once a day before 09.30 AM and all common areas including litigant sheds, stairs, bathrooms and corridors thrice a day before 9.30 AM at 1.00 PM and after 4.30 PM(Timing may be changed as per requirements) and at more frequent intervals as may be directed by the office, time to time.
- (ii) Clean all glass panes, china ware, sanitary fitting etc. with standard cleaning agents periodically and dry thereafter so as to ensure that glass and shine does not fade or 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, flies, lizards, mosquitoes, insects, pets etc. are seen.

- (v) Provide naphthalene balls, cakes or any other such kind of material in urinals daily.
- (vi) Clear chocked, floor traps, W.Cs etc.
- (vii) Clear garbage, fallen leaves, dirt etc. In open areas such as parking lots, lawns, internal roads etc. and surrounding once daily.
- (viii) Clean the roofs/terraces of all the buildings at least once in a month and as and when required to prove cleanliness and stain free appearance.
- (ix) Dispose of solid waste outside the Court Complex in accordance with the applicable Municipal and other laws.
- (x) Cleaning would be done in case of open drains, rain water, duct Manholes, Septic Tanks, Water Tanks, daily in rainy Season, in the case of window glass panes from inside & cobwebs once in week and in case window glass panes from outside/electric fitting once is a fortnight.
- (xi) The designated official(s) will inspect at least once each day and usually at 9:35 AM, the cleaning operations performed by the Agency in external/internal areas. The Agency will be bound to rectify defects pointed out, on the spot, failing which the District & Sessions Judge will be entitled to take action as per the penalty clause.
- (xii) Without prejudice to the generality of the above, the agency shall carry out such other jobs relating to the contract as may be assigned to it be this office from time to time without ant delay.
- The agency will be required to ensure best cleaning and sweeping services and must have the equipment in good working conditions with them to provide cleaning of facade. Window panes, building walls and floors as per requirement of the office. The agency should have among others at least have **Dry Vacuum Cleaner.**
- 25. The agency will deploy such number of Supervisors for better coordination and best quality services of Cleaning and Sweeping.
- 26. 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.
- The area mentioned in the form for Cleaning and Sweeping Services is tentative and can be increased/decreased as per the requirement of the office. The office also reserves the right to withdraw any area/unit mentioned in the form and no compensation in payable for the same.
- The agency will engage its own workers and equipment to execute the allotted work satisfactorily. Such persons engaged by the agency shall be its employees for all intents and purposed. None of the staff of the agency shall have any right to lay a 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 claims as of being workman of Judicial Complex. These workers of the Agency shall have to undergo Police Verification and the Verification report to this effect shall be submitted by the agency to this office.
- 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, (Sr. Division) and colors coding will be supplied to them by the contractor at his own cost. Any persons found without

uniform shall be penalized upto ₹.50/- per day which shall be recovered from the contractor from the monthly bill. The District & Sessions Judge/Civil Judge (Sr. Divn.) may however increase the amount of penalty in case of repeated default.

- The Office will not in any manner be concerned with the internal affairs of the Agency i.e. Dispute and dissolution etc. or affairs concerning any other affairs between Management and workers between workers and workers or any mishap during carrying on this job.
- In case of non providing of services/inferior quality services, office reserves the right to levy penalty on the Agency on the following counts:-
 - (i) Breakdown of services for ₹.1000/- per day.
 - (ii) The penalty @2% of the monthly value of the contract shall be imposed for non commencement/ no performance of the work. The District & Sessions Judge, Ferozepur, 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 reasonable and satisfactory.
 - (iii) The agency shall be liable for any loss to the 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.
- 32. The agency shall be duty bound to render the cleaning 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).
- Failure to discharge the contractual obligations or for providing inferior quality of services continuously, by the Agency, The office reserves the right to cancel the contracts/tendering in the office up-to 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 to the office in respect of the information so furnished by the agency, whatsoever, even before the expiry of the contract period.
- 35. The aforementioned terms and conditions, shall be biding and operative between the Agency and the office.
- 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 covenant thereof shall be referred for arbitration to the 1st Addl. District & Sessions Judge, Ferozepur. The language of the arbitration proceedings shall be English. The arbitration award shall be final and binding on the parties. The Venue of the Arbitration proceedings shall be Ferozepur. Pending decision on dispute and until the arbitrary 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 the Officer of the department with which contract has been made by the contractor.

UNDERTAKING

I/We undertake to provide Cleaning & Sweeping Services of the Office strictly as per the specifications and schedule of frequency mentioned in the form. I/We will execute the contact truly and faithfully as set forth in the terms and conditions of contract letter. I/We shall be responsible for all the complaints as regard the quality of service etc.

SIGNATURE OF CONTRACTOR WITH SEAL & DATE.