OFFICE OF THE DISTRICT AND SESSIONS JUDGE, KANGRA DIVISION AT DHARAMSHALA.

No. DSJ/EC/(2-16)/2024-Dated:-

Tender Notice

Sealed tenders are invited for providing the services of five Safai Karamchari purely on outsource basis, for a period of one year w.e.f <u>01.03.2025 to</u> <u>28.02.2026</u> with due approval of the competent authority or till further orders issued in this behalf, for maintaining cleanliness in a portion of Court/residential office of the Principal Judge, Family Court, Kangra at Dharamshala, Additional District and Sessions Judges, Dehra, Nurpur & Palampur and Civil Judge-cum-JMFC, Jaisinghpur as under:-

- The Principal Judge, Family Court, Kangra at Dharamshala omprising area i.e one Court room, one chamber, two rooms and Courtyards (approximate area 900 Sq. feet)
- (ii) The Addl. District and Sessions Judge, Dehra comprising area i.e one Court room, one chamber, staff rooms, brandah, gallery and toilet (approximate area 2621 Sq. feet)
- (iii) The Addl. District and Sessions Judge, Nurpur comprising area one Court Room, Chamber, Ahlmad room, Steno room, Nazir room/Superintendent Room, washroom and Court yard (approximate area 2366 Sq. feet).
- (iv) The Additional District and Sessions Judge, Palampur Courtroom, chamber, staff rooms and court yard etc. (approximate area 1816 Sq. feet)
- (v) The Civil Judge-cum-JMIC Jaisinghpur having five rooms and toilet (approximate area 876 Sq. feet)

Sealed tenders should received through GeM Portal latest by <u>P.M.</u> Tenders received after **23.12.2024**, **4:00** P.M. shall not be entertained.

The terms and conditions of contract are as follows :-

- 1. The Contractor shall provide one Safai Karamchari for each Station i.e. Dehra, Nurpur and Palampur for doing the cleanliness work i.e cleaning, dusting and mopping etc. on each working day between 8.30 A.M to 5.00 PM daily.
- The Contractor shall have to enter into an agreement with the undersigned, with certain terms and conditions for cleanliness work in accordance with the HP Govt Policy guidelines issued vide letter dated 01.07.2017 by the Finance Department
- 3. The Safai Karamchari must be in proper uniform.
- 4. The Contractor shall quote the rates with or without the material for being used for cleanliness purpose.
- 5. The material which shall be used in the cleanliness work shall of ISI mark.
- 6. The undersigned reserves the right to reject any or all the tenders, without assigning any reason.
- 7. 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.
- 8. 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.

- 9. The Tenderer shall have to furnish bid security in the shape of Bank Draft or Bank Guarantee @ 5 % of the quoted amount drawn in favour of the District and Sessions Judge, Kangra at Dharamshala and any tender received without bid security shall be liable to be rejected straightway. The earnest money shall be refunded to the unsuccessful tenderers on their written request with respect thereto.
- 10. The successful Tenderer shall also have to deposit the performance security within a week to the extent of five percent (5%) of the contract amount in the form of an account payee Demand Draft or duly pledged F.D.R. Such performance security shall remain valid for a period of 60 days from the date of completion of contract to the best of satisfaction of the said office.
- 11. The tenderer shall have following mandatory Registration failing which bid shall not be considered and details alongwih documentary proof shall be furnished:
 - (a) PF and EDLI Registration.
 - (b) ESI registration.
 - (c) EPF contribution.
 - (d) Service tax Registration.
 - (e) Should have PAN from Income Tax Department.
- 12. Only valid and visible bids will be considered.
- 13. The 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.
- 14. Each page of the bid document must be signed by the tenderer alongwith seal of the contractor/firm/companies/cooperative societies/NGOs, as the case may be.
- 15. The Panel of Contractors shall be valid for 90 days'. The successful bidder to whom the contract would be 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.
- 16. The contract shall be initially for a period of one year. But it can be extended for other two years subject to satisfactory performance of the contractor which will be adjudged by the undersigned on the basis of service rendered by the contractor concerned and grant of necessary approval by the Hon'ble High Court.
- 17. The contract may be terminated in any of the following contingencies;
- (I) On the expiry of the contract period, if not otherwise extended further.
- (ii) Giving notice of one month, in case the performance of the workers 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 subletting 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 up discharging his duties as before till the expiry of the notice period.
- 18. In case, on any day, the employees of contractor fail to accomplish the part/entire work of cleanliness or the work so done is not found satisfactory by the authorized representative, then a penalty amounting to Rs. 500/- per day shall be imposed and the same shall be imposed and recovered either from security or deducted from running bill of the contractor.
- 19. The contractor shall disburse the wages to the workers latest by 7th 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 authorized Judicial Officer.

- 20. In the event of any injury or mishap of illness of any worker while performing the duty, the department shall not take any liability towards payment of expenses in connection with treatment or any compensation. It will be sole and whole responsibility of the contractor in this regard.
- 21. Any loss to the property of the above mentioned courts by the workers of 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 performance security.
- 22. The courts at Dharamshala 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 Dharamshala shall have jurisdiction in the matter.

(Rajeev Bali) District and Sessions Judge, Kangra Division at Dharamshala. Unique ID: HP01045

Enst. No. DSJ/EC/(2-16)/2024:- 22575-22605 Dated :- Copy to :-

- 1. The Central Project Co-ordinator, Hon'ble High Court of Himachal Pradesh, Shimla with a 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 for information with request to display the copy of same on the notice board of their respective Courts for vide publicity.
- 3. The Senior Civil Judge-cum-CJM, Kangra at Dharamshala. He is requested to process the matter in the GeM as per Rules.
- 4. The Assistant Programmer of this office, with the direction to get this notice uploaded on the official website of this Court.
- 5. Daftri of this office with the direction to display the copy of same on the notice board(s) of this office, Zonal Hospital Dharamshala, Municipal Corporation Dharamshala and Bus Stand, Dharamshala.

District and Sessions Judge, Kangra Division at Dharamshala.