

OFFICE OF THE DISTRICT & SESSIONS JUDGE, JALANDHAR
TENDER NOTICE

Separate tenders are invited from reputed, competent and responsible outsource companies/organizations/agencies having sufficient experience in the maintenance and cleanliness of complexes for allotment of work contract for maintenance and cleanliness of respective Judicial Courts Complexes at Jalandhar, Nakodar and Phillaur for period from 01.03.2024 to 28.02.2025. The covered area and the open area for the purpose of maintenance and cleanliness of above said Judicial Complexes is given below:-

Sr.	Name of the Judicial Court Complex	Covered Area of Complex (including entrance lounges, Staircases/ramps, corridors, rooms, toilets etc. which is required to be cleaned by Sweepers)	Open Area (Required to be cleaned by Sweepers including internal Roads of the Complex etc.)
1.	Judicial Courts Complex, Jalandhar	176000 Sq Ft + Covered Area of Judicial & Sessions Record Rooms, Newly constructed building of Judicial Record Room situated in District Administrative Complex, Jalandhar and Newly constructed building of Vulnerable Witness Deposition Centre at Judicial Court Complex, Jalandhar	127400 Sq Ft including Judicial Officer parking, lawn space, staff parking, police parking, litigants parking, etc + Open area of Record Room Complex situated in District Administrative Complex, Jalandhar
2.	Judicial Courts Complex, Nakodar	79933.19 Sq Ft	197730.35 Sq Ft
3.	Judicial Courts Complex, Phillaur	42291.27 Sq Ft	97414.62 Sq Ft

Proper and efficient cleaning of the premises have to be done thrice a day and on all days of the week except Sundays, on all the floors of the Complexes including entrance lounges, Staircases/ramps, corridors, rooms, toilets etc. and all sanitary fittings therein, cleaning of windows, dusting of Court Rooms, Doors, Windows, Panes, Grills, Terraces, Protections, removal of webs, sweeping of approaching passages, car garages and parks. Tenderer will be responsible for employment of adequate no. of sweepers at Jalandhar, Nakodar and Phillaur. The detailed terms and conditions along with application form can be obtained free of cost from office of undersigned on any working day by hand/by post by sending self addressed adequately stamped envelope. Last date for receipt of tenders will be **16.02.2024**. Tenders will be opened in the presence of contractors or their authorized representatives on **19.02.2024** at 03:30 PM. This office will not take any responsibility for any postal delay and tenders received after due date will not be accepted. Any other information be obtained from this Office during working hours.

Sd/-
District & Sessions Judge,
Jalandhar

Date: _____ 2024

Endst. No. _____

Nazir/System Officer/Concerned Official/s to note

Copy is forwarded to the following:

1. All the District & Sessions Judges in the State of Punjab, with a request to display the notice on the notice boards of their Courts.
2. All the Judicial Officers working in this Sessions Division, for displaying the notice on the notice board of their respective Courts.
3. The Editor, Nawan Zamana with a request to publish the above-said notice in your newspaper on **03.02.2024** in minimum readable space block in English Script and to send the bill for payment alongwith copy of Newspaper.
4. Daftri of this Court to affix this tender notice on the notice board of this Court.

Sd/-
District & Sessions Judge,
Jalandhar

FORM TO BE FILLED BY THE AGENCY FOR PROVIDING CLEANING AND SWEEPING SERVICES

PART - A

SR.	Description	Particulars to be filled
1.	Name of agency	
2.	(a) Status of Agency (individual, partnership firm/ Pvt. Ltd. Company, Society)	
(b)	Registration No. (Please attach photo copy of Registration Certificate)	
(C)	Establishment (Year)	
3.	Permanent address	
4.	Telephone/Mobiles Number	
5.	Fax No. E-mail I.D.	
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 Number of Agency (Please attach copy)	
11.	TAN Number of Agency (Please attach copy)	
12.	GST Number of Agency (Please attach copy)	
13.	Number of Employees at present working with Agency	
14.	Number of present Clients with list	
15.	Turnover of Last Three Years.	
16.	Performance Report from Clients (to be attached preferably from any star catering Hotels/Renowned institution)	
17.	Detail of Demand Draft	

PART – B

Sr.	Name of the Judicial Court Complex	Covered Area of Complex (including entrance lounges, Staircases/ramps, corridors, rooms, toilets etc. which is required to be cleaned by Sweepers)	Open Area (Required to be cleaned by Sweepers including internal Roads of the Complex etc.)	Monthly Rate to be Quoted by the Contractor including all taxes*
1.	Judicial Courts Complex, Jalandhar	176000 Sq Ft + Covered Area of Judicial & Sessions Record Rooms, Newly constructed building of Judicial Record Room situated in District Administrative Complex, Jalandhar and Newly constructed building of Vulnerable Witness Deposition Centre at Judicial Court Complex, Jalandhar	127400 Sq Ft including Judicial Officer parking, lawn space, staff parking, police parking, litigants parking, etc + Open area of Record Room Complex situated in District Administrative Complex, Jalandhar	
2.	Judicial Courts Complex, Nakodar	79933.19 Sq Ft	197730.35 Sq Ft	
3.	Judicial Courts Complex, Phillaur	42291.27 Sq Ft	97414.62 Sq Ft	

*** Contractor should mention the Number of Sweepers he would employ to clean the premises and also mention the detail/ quality of material to be used by him for cleaning purposes. No extra cost for the material will be paid by this Office.**

SIGNATURE OF CONTRACTOR
WITH SEAL

TERMS AND CONDITIONS

1. Description of place and area to be maintained and cleaned by the contractor/ agency.

Sr.	Name of the Judicial Court Complex	Covered Area of Complex (including entrance lounges, Staircases/ramps, corridors, rooms, toilets etc. which is required to be cleaned by Sweepers)	Open Area (Required to be cleaned by Sweepers including internal Roads of the Complex etc.)
1.	Judicial Courts Complex, Jalandhar	176000 Sq Ft + Covered Area of Judicial & Sessions Record Rooms, Newly constructed building of Judicial Record Room situated in District Administrative Complex, Jalandhar and Newly constructed building of Vulnerable Witness Deposition Centre at Judicial Court Complex, Jalandhar	127400 Sq Ft including Judicial Officer parking, lawn space, staff parking, police parking, litigants parking, etc + Open area of Record Room Complex situated in District Administrative Complex, Jalandhar
2.	Judicial Courts Complex, Nakodar	79933.19 Sq Ft	197730.35 Sq Ft
3.	Judicial Courts Complex, Phillaur	42291.27 Sq Ft	97414.62 Sq Ft

PERIOD OF CONTRACT

2. The contract shall be for the period from 01.03.2024 to 28.02.2025. However, contract can be extended further by the competent authority subject to satisfactory performance of the work/project.

DESCRIPTION OF WORK:

3. The contractor/agency etc. shall be responsible for maintenance/ cleanliness of respective Judicial Courts Complexes at Jalandhar, Nakodar and Phillaur including surrounding area and for proper and efficient cleaning on all days of week except Sunday, of all floors including entrance, lounges, Staircases/ramps, corridors, rooms, toilets, etc. including all sanitary fitting i.e. urinals, wash basins, glazed tiles, sinks, water coolers, etc. with brooms and swabbing them with water mixed with detergent and liquid phenyl etc. including dusting in the courts, cleaning of window panes, rooms, doors, terrace, projections, all approach roads, walls, removal of webs, cleaning of related parts/parks and car garages and court rooms, retiring rooms, Pantry, Record Rooms (**including open and covered area of the Judicial & Sessions Record Room, Newly constructed building of Judicial Record Room located at District Administrative Complex, Jalandhar and Newly constructed building of Vulnerable Witness Deposition Centre at Judicial Court Complex, Jalandhar**), 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 and surroundings on the prescribed intervals as well as any other item, equipments, fittings, furniture, fixtures including carpets mats etc. within the Complex. The agency has to engage suitable number of female workers for the cleaning a sweeping of the ladies washrooms. Cleaning would include cleaning of curtains, carpets, buckets, wash basin, toilet seats and other items in toilets, placing of fresh air fresheners, soap and toilet rolls in bathrooms/toilets, Cleaning of toilets, dry and wet scrubbing of floor area of the entire buildings dusting/cleaning of windows doors, almirahs furniture, fans, tubes, electric fittings, sanitary fittings, glass panes, window panes, equipments, computers and all appliances subservient to the use of the premises etc. so as to keep them stain free and removal of cobwebs. The Cleaning agent shall be non acidic and non corrosive. It should not damage or diminish shine of any of the fittings and fixtures. Without prejudice to the generality of the foregoing, the agency shall be required to perform regular cleaning general duties. Contractor shall be required to get done:-

- (i) The daily operation of sweeping, swabbing and cleaning of all the areas as mentioned above shall be finished between 7:00 AM to 8:30 AM. Thereafter, the sweepers shall remain present on each floor from 9:30 AM to 5:00 PM. for maintaining the level of cleanliness by repeatedly swabbing the floors and cleaning

the Urinals and Toilets. An authorized representative/Supervisor shall remain available at the site from 8:15 AM to 5:00 PM for attending the complaints regarding sweeping, swabbing and cleaning of the building(s). Timing may be changed as per requirement and cleaning at more frequent intervals and even on holidays and Sunday is required to be done as directed by the office from time to time.

- (ii) Clean all glass panes, china ware, sanitary fittings 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 areas, open areas/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) Clean chocked floor traps, W.Cs etc.
 - (vii) Clean garbage, fallen leaves, dirt etc. in open areas such as parking lots, lawns, internal roads etc. and surroundings once daily basis.
 - (viii) Clean the roofs/ terraces of all the buildings at least once in a month and as and when required.
 - (ix) Disposal of Garbage/waste material collected from the Court Complexes in accordance with Municipal laws/ directions presently enforced.
 - (x) Proper drainage of all drains (internal/ external), Main holes, septic tanks on daily basis and cleaning of Water Tanks as and when required.
 - (xi) The agency shall be bound to rectify defects/shortcomings pointed out by the Official designated by this Office for inspecting the cleanliness work immediately, failing which the District & Session Judge/Civil Judge(Sr. Division) will be entitled to take action as per the penalty clause.
4. The form(s) must be accompanied by refundable earnest money of Rs. 10,000/- (Rs. Ten Thousand Only) in the shape of Bank Draft drawn on any schedule Bank in favour of **the Civil Judge (Sr. Division), Jalandhar**. 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 complete execution of the contract strictly as per its terms and conditions.
 5. Form(s) received in torn condition/telegraphic through fax, e-mail or without earnest money and not submitted on the prescribed form shall not be entertained.
 6. The Agency applying shall also fill the prescribed form. 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 itself and capabilities, as it deem fit.
 7. The agency must be a registered company or licensed undertaking and must have sufficient experience in the field, preferably have experience in institution of kind, size and repute where similar services have been provided by them.
 8. The interested parties are required to visit the Court Complex on any working day between 10:00 a.m. to 4.00 p.m. with prior intimation to the COC of the office of Civil Judge (Sr. Division), Jalandhar to ascertain the nature and extent of services to be provided.
 9. Form(s) should only 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 but same should be submitted separately for each unit. Correction/overwriting, 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.
 10. The Authorities may like to have live demonstration by the agency and shortlist the parties on the basis of equipments, manpower and quality of material intended to be used, capability and suitability.
 11. 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 condition 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 Agency shall also 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.
12. The successful bidder shall also have to submit within 15 days of allotment of contract, the security @10% of the total contractual amount in the shape of FDR in favour of Civil Judge (Sr. Division), Jalandhar issued by a Nationalized Bank, which can be forfeited in case of any default. The said FDR shall be released/refunded after successful completion of the contract.
 13. The rates would be quoted on the enclosed annexure containing area/specifications to be covered for providing manual cleaning services for the period specified in the contract, both in figures as well as in words. The rates quoted should be legible without any overwriting or cutting.
 14. The District & Sessions Judge or his authorized representative reserves his rights to negotiate the rates as well as the terms and conditions as it may deem necessary, before allotting the contract.
 15. Contractor 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.
 16. The decision of the District & Sessions Judge, Jalandhar or the officer designated by him with regard to the quality of work/services done 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.
 17. For the purpose of proper identification of persons deployed at various points, contractor will himself issue them the identity cards/identification documents duly approved by the District & Sessions Judge or the officer designated by him and they will be duty bound to display the identity cards at the time of duty. Contractor 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 Courts at Jalandhar, Nakodar and Phillaur.
 18. The wearing of uniforms by the Sanitation Staff deployed for the duty in the Judicial Court Complexes shall be compulsory. The uniform as approved by the District & Sessions Judge, Jalandhar or the officer designated by him will be supplied to them by contractor at his 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 contractor. The District & Sessions Judge, Jalandhar may however, increase the amount of penalty in the case(s) of repeated default, as deemed fit.
 19. The persons deployed by the contractor for the work shall be employees 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 Punjab Government/the department, either implicitly or explicitly. Contractor will ensure that employees are medically fit and free from communicable disease(s). The antecedents of the person to be provided by contractor will be got verified from the appropriate authority by contractor 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 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/s. The Agency should get the Police Verification of its workers done and thereafter to submit its report to this office.
 20. Disposal of garbage on daily basis shall be the sole responsibility of the contractor.
 21. Contractor shall be responsible for any kind of damage to the furniture, electrical and sanitary fixtures etc. while doing day to day works of sweeping, swabbing and cleaning. Contractor shall also be responsible for theft of any item by his labour from the office or rooms located on all the floors of the building (s).
 22. Contractor shall not sublet the work.
 23. Contractor shall maintain daily records of the names and the complete particulars of his workers which will be engaged by him for the cleaning operation and daily report of Jalandhar Headquarters shall be sent to the Civil Judge (Sr. Division), Jalandhar and that of Nakodar and Phillaur to the respective Addl. Civil (Sr. Division). In case, the Contractor is not able to deploy the total number of workers as per the detail mentioned above against the each complex on daily basis, then proportionate deduction will be made from his monthly bill.
 24. Contractor shall be responsible for the welfare of the sweeper and the employees so engaged by him for the payment of wages, and other statutory wages/ compensation and liabilities

- accruing to the employees engaged by him. Contractor shall also undertake to remain responsible without any reference to any other authority for any kind of accident/mishap etc. with his employees and also for any civil and criminal liability incurred by his employees. The department shall have no concern with any problem and liability incurred by the sweepers and other employees engaged by the contractor in any manner.
25. Inspection would be carried out by the representative of the department from time to time. During such inspection, the contractor or his 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 cleaning on any day, penalty may be levied for occasion by the department up to an amount of Rs. 1000/-. Decision of the District & Sessions Judge, Jalandhar will be final in this regard.
 26. Running payments will be made to the contractor on monthly basis. He shall submit his bill on 1st day of every month. The payment shall be made through cheque by the department only after satisfying itself regarding satisfactory condition and subject to availability of the Budget.
 27. The department shall deduct income tax at source (T.D.S) at the stipulated rate of the payment to be made to the contractor from time to time under Section 194 (1) of the Income Tax Act, 1961. In case, contractor/firm does not have PAN/TAN number, then he/it has to obtain the same within a period of 15 days from grant of contract and copy of same be supplied to Nazir. The contractor shall be liable to pay all the applicable taxes to the government as per law.
 28. 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 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 this office in respect of the information so furnished by the Contractor, whatsoever, even before the expiry of the contract period.
 29. Contractor shall take all reasonable precautions to prevent any unlawful acts or disorderly conduct of his employees so deployed.
 30. In case any of the persons, so deployed by him/contractor, do not come up to the mark or not perform their duties properly or indulge in any unlawful act or disorderly conduct, contractor shall take suitable action against such employees on the report of this office.
 31. In case of any complaint/defect pointed out by the authority concerned, contractor will immediately replace the particular person so deployed without further arguments.
 32. Contractor shall be responsible to indemnify the office/department against all the loss caused to the Judicial Courts Complexes at Jalandhar, Nakodar and Phillaur whatsoever in respect of the employees deployed by contractor at various points. Contractor will be responsible for paying the recovery of amount of any loss caused to the sanitary and public health fittings, electrical etc. of the Judicial Courts Complexes at Jalandhar, Nakodar and Phillaur.
 33. Contractor 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.
 34. 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.
 35. The agency shall be required to ensure best cleaning and sweeping services and must have the suitable and latest cleaning equipments in good working conditions with them to provide cleaning of facade, window panes, building walls and floors as per the requirement of the office.
 36. The agency will deploy at least one supervisor for every Court Complex which may be necessary for better co-ordination and best quality services of Cleaning and Sweeping.
 37. 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.
 38. The area mentioned in the form for cleaning and sweeping 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.
 39. 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 Contractor & workers between

workers & workers or between contractor and third party, between workers/Contractor 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.

40. 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), Jalandhar.
41. The aforementioned terms and conditions, shall be binding and operative between the Agency and this office.
42. The rates of wages to the sweepers shall be as per the provisions of the Minimum Wages Act. Contractor will solely be responsible for compliance of all the legal provisions w.r.t. Contract and its employees without any reference to this office.
43. In case of non providing of services/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.
44. 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 Principal/ Sr. most Additional Principal Judge, Family Court, Jalandhar. The arbitration award shall be final and binding on the parties. The venue of the arbitration proceedings shall be at Jalandhar. 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 contact has been made.