

OFFICE OF THE DISTRICT & SESSIONS JUDGE, BHIWANI.

**NOTICE INVITING TENDER FOR OUTSOURCING THE CLEANLINESS
WORK OF JUDICIAL COURT COMPLEX, BHIWANI**

Sealed tenders are invited for maintenance of cleanliness of Judicial Courts Complex, Bhiwani, having covered area **1,25,505 sq. ft. and uncovered area of 2,41,783 sq. ft.**, which includes entrance lounges, outer area of the Court Complex, Corridors, Rooms, Lawns, Parking, Service Roads, Toilets (including all sanitary fittings) W.C. Urinal, Wash hand basins, glazed tiles, sinks, water coolers, etc., with brooms and swabbing them with water mixed detergent and liquid phenyl etc. This also includes cleaning of window panes, room doors etc. The tender be submitted for deployment of twenty five whole time sweepers, at the rates approved by Deputy Commissioner, Bhiwani initially upto 28.02.2023 from the date of agreement.

Interested outsource service providers/contract agencies, holding license under the Contract Regulation and Abolition Act, 1970, may submit their tenders giving their complete bio-data including past experience/contract, if any, to this office on or before **20.04.2022 by 04:30 pm**. This office will not take any responsibility for any postal delay and tender received after date, will not be accepted. The tender will be opened by the Committee so constituted for the purpose, in the presence of Tenderers or their authorized representatives who may choose to attend the opening of tenders on **22.04.2022 at 03:00 pm**. The service provider/agencies shall comply with the provisions of Labour Laws of Minimum Wages Act, B.S.I. (Basic Substance Isolation), P.F. maturity benefits etc. and ensure the compliance thereof. The detailed terms and conditions can be obtained from the website of this office: <https://districts.ecourts.gov.in/bhiwani> under the head **TENDER**.

**Sd/-
District & Sessions Judge,
Bhiwani.**

Conditions:

1. Conditional and telegraphic tenders shall not be accepted.
2. The Committee constituted for the purpose, reserve the right to accept or reject any or all the tenders without assigning any reason.
3. Registration number is necessary.

TERM AND CONDITIONS FOR CONTRACT

(A) Description of Work

Proper cleaning and maintenance of all floors of Judicial Courts Complex, Bhiwani, on all days of the week (except Sundays) including entrance lounges, outer area of the Court Complex, Corridors, Rooms, Toilets (including all sanitary fittings) W.C. Urinal, Wash hand basins, glazed tiles, sinks, water coolers canteens etc., with brooms and swabbing them with water mixed detergent and liquid phenyl etc. This also includes cleaning of window panes, room doors etc.

(B) Period of contract

The contract shall be initially upto 28.02.2023. However, contract can be extended further subject to satisfactory performance of the work/project by the Service Provider.

(C) Regular cleaning- General Duties.

In general, the following duties shall be performed by the sanitation staff subject to further instructions of the Hon'ble Punjab & Haryana High Court, of the specific area of their deployment/authorities.

1. Toilets are to be cleaned at least twice a day or as and when required.
2. All rooms to be cleaned with broom and wet mop daily.
3. Waste baskets to be emptied at least twice a day or as and when required.
4. Outdoor broom, sweeping and garbage shall be disposed of twice a day or as and when required.
5. Fire extinguishers to be kept dust free at all times.
6. Window glasses/wire mesh to be cleaned weekly or as and when required with Collin and detergent.
7. Floor scrubbing to be done weekly. In addition, daily cleaning of rooms with black phenyl and detergent or as and when required.
8. Outside cat walks are to be cleaned daily or as and when required with detergent water.
9. Doors/Water buckets in each room are to be cleaned daily or as and when required with water.
10. All electrical fittings are to be cleaned weekly or as and when required by dusting with cloth/brushing.
11. China wares/Sanitary fixtures like wash basins, glazed tiles, W.C., Urinal flooring, Sinks, Waste Baskets, Mugs, Water Coolers etc., are to be cleaned once a week or as and when required with Acid/Vim.
12. Material and articles i.e. i.e. Phenyl Liquid, Detergent Washing Powder, Homocol Tablets, Acid, Liquid Soap, Collin, Odonil, Glass Duster, Foam, Toilet Brush, Coarse Fibred Jharu (Jharu Bans), Fine fibred Jharu, Floor Duster, Hession Cloth etc., will be supplied by the Department to the Service Provider which shall be used for day to day sweeping, swabbing and cleaning operation at the site.

General Terms and Conditions.

1. The rate of the wages of all the twenty five sweepers shall be determined as per the provisions of the Minimum Wages Act of Labour Department.
2. The service provider shall provide the service even on holidays/Sundays as and when required.
3. The service provider shall deposit the Employee State Insurance (ESI) as per the rates fixed by the Employees' State Insurance Corporation from the wages of the labourers so engaged as per provisions of the Minimum Wages Act of the Labour Department.
4. The penalty @ 2% of the monthly value of the contract shall be imposed for non commencement of the work. The District and Sessions Judge, Bhiwani shall have the power to condone the delay, reduce or remit the penalty so imposed to any extent, on written application of the service provider, in case the grounds given by the service provider are reasonable and satisfactory.
5. The decision of the District and Sessions Judge, Bhiwani with regard to the quality or work/services done by service provider shall be final and acceptable to the service provider. The service provider will therefore, rectify the defect so pointed out without any extra payment.
6. For the purpose of proper identification of persons deployed by service provider at various points, the service provider will issue them the identity card identification documents, at own level and they shall be duty bound to display the Identity Cards at the time of duty.
7. The wearing of uniforms by the sweepers deployed for duty in the complex shall be compulsory. The uniform as per approved colour coding will be supplied to them by the service provider at own cost. Any person found without uniform on duty shall be charged Rs.50/- per day as penalty for such lapse or penalty charges shall be recovered from the service provider administrative charges from the monthly bill. The District and Sessions Judge, Bhiwani may however, increase the amount of penalty in the case(s) of repeated default as deemed fit.
8. The persons deployed by the service provider for the work shall be the employees of the service provider for all intents and purposes and in no case there shall be any relationship of employer and employee between the said person and the Judicial Department, either implicitly or explicitly. The service provider shall ensure that employees are medically fit and free from communicable disease. The antecedents of the person to be provided by the service provider will be got verified from the appropriate authority at own level.
9. That service provider will deposit the refundable security @ 10%, in shape of Demand Draft in the name of District & Sessions Judge, Bhiwani, of the tendered cost which can be forfeited in case of any default.
10. The daily operation of sweeping, swabbing and cleaning of all the area as mentioned above shall be finished between 7:15 am to 8:45 am. Thereafter, the sweepers shall remain present on each floor from 10:00 am to 5:00 pm for maintaining the level of cleanliness by repeatedly swabbing the floors and cleaning the urinals and toilets. The supervisor shall so provided by service provider will remain present till 5:00 pm every day at the site. The authorized representative so provided by service provider shall remain available at site from 8:45 am to 5:00 pm for attending the complaints regarding sweeping, swabbing and cleaning of the building.

11. All the waste papers collected during the cleaning operation shall be placed at the place provided by the department daily.
12. That the service provider will 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. The service provider shall also be responsible for theft of any item by the labour so engaged by the service provider from the office rooms located on all the floors of the building.
13. That service provider will not sublet the work.
14. That service provider shall be responsible for the antecedents of the sweepers and the employees to be engaged for day to day cleaning, operation. The service provider shall maintain daily records of the names and the complete particulars of workers which will be engaged by service provider for the cleaning operation and daily report will be sent to the Superintendent of this office.
15. That service provider will be responsible for the welfare of the sweepers and the employees so engaged, such as payment of wages, any type of accident/mishap etc. This department will not be concerned with any problem of the sweepers and other employees so engaged by service provider.
16. The District and sessions Judge, Bhiwani shall be at liberty to carry out inspection at any time by himself or through his representatives of the department, without any prior notice. During such inspections, service provider or authorized representatives of the service provider will accompany the official/Officers of the department. In case of improper cleaning on any day, penalty may be levied for the occasion by the department upto an amount of Rs.1000/-. Decision of the District and Sessions Judge, Bhiwani will be final in this regard.
17. Running payments will be made to service provider on monthly basis. The service provider will submit bill on 1st day of every month. The payment will be released by the department only after ensuring itself regarding satisfactory cleaning of the building during the month as per terms and conditions and compliance of other terms of the contract.
18. All the payments made by the department shall be subject to deduction of tax, wherever applicable as per the provisions of the Income Tax Act, 1961.
19. In case of unsatisfactory work, the department will also have the right to terminate the contract after giving a notice of one week.
20. That service provider will take all reasonable precautions to prevent any unlawful acts or disorderly conduct of the employees so deployed by the service provider and for the preservation of peace and protection of persons and property of the department.
21. In case any of the persons, so deployed by the service provider, do not come upto the mark or perform their duties properly or indulge in any unlawful acts or disorderly conduct, the service provider will take suitable action against such employees on the report of the Department.
22. In case of any complaint/defect pointed out by the Department, the service provider shall immediately replace the particular person so deployed without further arguments.
23. That service provider shall keep the department indemnified against all the losses caused to its property by way of theft, mishandling or otherwise and the claims whatsoever in respect of the employees deployed by the service provider at various points. The service provider shall be responsible for

paying the recovery of amount of any loss caused to the sanitary or public health fittings, electrical etc of the Judicial Court Complex, Bhiwani.

24. The Department has right to adjust or readjust or deduct any of the amount as aforesaid from the payments to be made to the service provider under this contract or out of the security deposit by the service provider.
25. The payment of the amount agreed to shall be made to the service provider on the basis of the monthly bill raised by him and duly supported with the verified vouchers/reports by the concerned officers being authorized for the purpose by the Department.
26. The contract may be terminated on any of the following contingencies:-
 - a) On the expiry of the contract period
or
 - b) A notice at any time during the currency of services in case the services rendered by the service provider are not found satisfactory and in conformity with the general norms and the standard prescribed for the services.
or
 - c) For committing breach of any of the terms and conditions of the contract by the service provider.
or
 - d) On assigning the contract or any part thereof or any benefit or interest therein or there under by the service provider to any third person or sub-lettings the whole or a part of the contract to any third person.
or
 - e) On being the service provider declared insolvent by competent Court of law.
 - f) During the notice period for termination of the contract, in the situation contemplated above the service provider will keep on discharging duties as before till the expiry of notice period. It shall be duty of the service provider to remove all the persons deployed by the service provider on termination of the contract on any ground whatsoever and to ensure that no person creates any disruption/hindrance/problem of any nature to the Department.
27. In case, the service provider wants to terminate the contract, two month's notice will have to be given to the Department.

FORM TO BE FILLED BY THE SERVICE PROVIDER/CONTRACT 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	Number of Employees at present working with Agency	
13	Number of present Clients with list	
14	Turnover of Last Three Years.	
15	Performance Report from Clients (to be attached preferably from any star catering Hotels/Renowned institution)	

PART – B

Sr.	Name of the Judicial Court Complex	Covered Area of Complex (including entrance lounges, Staircases/Ramps, Corridors, Rooms, Toilets, etc. which are required to be cleaned by Sweepers)	Uncovered Area (Required to be cleaned by Sweepers including internal service roads, parking etc. of the Judicial Courts Complex)	No. of Sweepers to be Employed	Monthly Rate Quoted by the service provider
1.	Judicial Courts Complex, Bhiwani	1,25,505 sq. ft.	2,41,783 sq. ft.	25	