

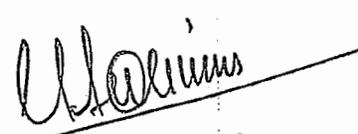
HIGH COURT OF JAMMU & KASHMIR AND LADAKH

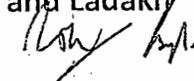
"NIT FOR OUTSOURCING OF SANITATION WORK"

On behalf of Registrar General, High Court of J&K and Ladakh, two bid based sealed tenders are invited from Registered NGO's/Entities having sufficient experience (Minimum 03 years) to undertake Complete Sanitation Work in the High Court Complex, Lawyer Chambers & District Court Complex, Jammu including all internal roads of the entire premises. Tender (s) shall be received only through Registered Post/Speed Post/Courier. The tender, complete in all respects should reach the office of the Director Finance, High Court of Jammu & Kashmir and Ladakh at Jammu by or before **25.04.2022 upto 04.00 PM** alongwith Earnest Money Deposit (EMD) of **Rs.50,000/- (Rupees Fifty Thousand only)** pledged to **Director Finance, High Court of Jammu & Kashmir and Ladakh.**

The complete tender document along with terms and conditions of the Contract can be downloaded from the official website i.e. <http://jkhighcourt.nic.in>. The non refundable tender fee of **Rs.1,000/-** should be enclosed in the form of Demand Draft in favour of **Director Finance, High Court of Jammu & Kashmir and Ladakh (Payable at Jammu).**

No: 12544-50/19 Infrs
Dated: 08.04.2022.


(Director Finance)

 High court of J&K and Ladakh
Jammu 

Copy to the:-

1. Principal Secretary to Hon'ble the Chief Justice, for kind information of His Lordship.
2. Registrar Judicial, High Court of J&K, Jammu, for information.
3. Principal District & Sessions Judge, Jammu, for information.
4. Chief Accounts Officer, Municipal Corporation, Jammu, for information.
5. Central Project Coordinator, e-Courts for uploading the same on High Court Website.
6. Director Information for publishing the same in (1) National Daily (Indian Express/Times of India) and (2) reputed dailies of Jammu and Srinagar (Daily Excelsior and Greater Kashmir).
7. Tender file.

Outsourcing of Sanitation & up keep for High Court/District Court and Lawyers Chamber at Janipur, Jammu.

Tender Document

The participating bidders are required to submit two bids i.e. One Technical Bid and One Financial Bid.

Technical Bid

A. Technical bid shall consist of the following documents:

1. Tender Form Fee in the shape of a Demand Draft in favour of Director Finance, High Court of J&K, Jammu amounting to Rs. 1000/- only (non-refundable).
2. Earnest Money Deposit amounting to Rs.50,000/- (Rupees Fifty Thousand Only Pledged to Director Finance, High Court of Jammu & Kashmir and Ladakh at Jammu.
3. Attested copies of Registration Certificate with the certified Registration Authority.
4. Attested copies of Labour Registration Certificate, if applicable.
5. Attested copy of PAN Card.
6. Details of Manpower to be provided along with their deployment schedule.
7. Detailed Plan of carrying out operation as per the Scope of work.
8. Details of satisfactory completed work orders by the firm for last three years along with work completion certificates from Central/State Govt. agencies/PSUs & Corporations (Due preference shall be given for the quantum of experience satisfactory work completion).
9. Copies of Audited Balance Sheet for the last three years.
10. Information regarding current litigation debarring/blacklisting/expelling of bidder or an abandonment of work by bidder, if any be provided by way of an Affidavit duly attested by a Notary.

Financial Bid

B. Financial bid shall consists of the following:

01. The bidders would be required to quote the Supervision Charges as a fixed percentage of the Total Monthly Wage Bill based on the total manpower proposed to be deployed multiplied by the Minimum Wages as notified by the Government of Jammu & Kashmir.
02. The bidder(s) shall quote the rates both, in words and figures and should be inclusive of all taxes, fees, charges and statutory duties, if any, throughout the period of the contract.
03. Income Tax etc applicable under rules shall be deducted from the monthly supervision charges.
04. The bidder(s) shall quote their total monthly/yearly charges for the labour component, consumables and the required machinery etc.

C. Pre-Qualification/Eligibility Criteria:

01. NGOs/Entities providing sanitation services, should be duly registered under the relevant provisions of Law (Certificate to be attached without fail).
02. NGOs/Entities should have minimum experience of atleast 3 years in the field of Sanitation. (copies of Job Orders & Work Completion Certificate of the Order placing Authority to be enclosed)
03. NGOs/Entities should have undertaken Sanitation works for not less than Rs.70.00 Lacs in a single year.
04. NGOs/Entities should have sufficient manpower & resources at their disposal, besides being equipped with the required modern machinery/equipment & technology relevant to the sanitation & up keep assignment.

D. Scope of Work:

The service provider shall be responsible of complete sanitation of the entire High Court Complex, which also includes District Court Complex, Jammu, Lawyers' Chambers & internal roads/lanes & the scope of work shall include:

- a. Daily sweeping of the entire premises, including public places and open spaces.
- b. The engaged labour shall be working for 8 hrs everyday including Lunch Break.

- d. Immediate removal of small / large dead animals, if any, in coordination with the sanitation wing of Jammu Municipal Corporation.
- e. Providing uniforms (summer and winter) atleast twice in a year to the engaged manpower & shoes atleast once a year and ensuring that the same are worn by them.
- f. The service provider shall at his own expenses, provide protective clothing and photo identity cards (including name, age, address and designation) to all the staff and labours engaged to the satisfaction of the High Court of Jammu & Kashmir and Ladakh, and on his failure to do so High Court administration would be at liberty to impose penalty. Such clothing and equipment shall include, at minimum, protective footwear and gloves for workmen undertaking work of sweeping, waste removal and other allied works related to activities envisaged in the contract.
- g. The service provider shall at his own expenses provide **first aid to their engaged workmen.**
- h. The service provider must insure all the employees engaged by him at their cost. If during the course of the contract any engaged labour suffers a mishap while performing duties assigned by the service provider, the same shall be at the risk and cost of the service provider who shall ensure risk cover of the same.
- i. Providing cleaning aids i.e. broom, baskets, shovels, spades, etc. & other consumables as per the requirement.
- j. The service provider shall comply with the provisions of The Contract Labour (Regulation and Abolition) Central Rules, 1971.

E. **Terms & Conditions:**

01. The successful Bidder (s) shall have to draw an Agreement on Stamp Paper of Rs.50/-denomination with the High Court, within 7 days from the date of issuance of Job/allotment Order.
02. The bidder should quote the rates/offers in neat and clean manner both in words and in figures free from any cutting, overwriting & ensure that offers found with cutting or erasures shall be rejected out rightly. The total quoted rate on monthly/yearly basis, shall include the charges payable for the labour component, the consumables, the machinery charges, taxes, fees, cess & any other applicable statutory duties for the purpose during the period of the contract.

03. The bidder shall have to mention his complete address and contact details on envelop without fail.
04. The tender opening authority reserves the right to accept/reject any or all the tenders without assigning any reasons thereof.
05. In case of any dispute, the decision of Hon'ble the Chief Justice or any other Authority nominated by His Lordship for the purpose, shall be final.
06. CDR of the unsuccessful bidder/bidders will be released within 90 days from the date of execution of the contract with the successful bidder.
07. **The approved rates will remain in vogue for One year from the date of allotment of contract or finalization of subsequent contract through competitive bidding process, whichever is later.**

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F. **Award of Contract:**

1. The contract shall be awarded in favour of that bidder who quotes the lowest supervision charge as a fixed percentage of the total monthly wage component.
2. In order to ensure that full payments of wages are received by the labour engaged, the service provider will be required to open individual Bank accounts in any Nationalized/Scheduled Bank for disbursement of wages.
3. The service provider will be required to provide the list of all the engaged labourers along with amount of their wages, to the concerned Bank within 3 working days after receiving the payment from High Court.
4. The service provider will be required to issue standing instructions to concerned Banks to transfer the wages to the accounts of their workers within 48 hours from their account, after the deposit of the amount by the High Court.
5. The service provider will be required not to withdraw any amount from his/their account till the wages are transferred to the accounts of the engaged workers.
6. The service provider as well as the concerned Bank will be required to furnish the statement of account within one week of the disbursement of the wages to the engaged workers.

7. The supervision charges of the service provider will be released only after receiving confirmation statement from the Bank regarding payment of wages to the engaged workers.
8. The Successful Tenderers shall have to keep following machinery and equipments always available for ensuring proper cleaning of the allotted areas.

S.No.	Equipment/Machinery	Quantity to be kept available	Application
1	Ride-on Scrubber Dryer	02 Nos.	Regular Scrubbing and drying of large areas
2	Heavy Duty Walk behind Scrubber Dryer	02 Nos.	Regular Scrubbing and drying of corridors
3	Carpet Extraction Machine	01 No.	For Carpets
4	Wet and Dry Vacuum Cleaners	06 Nos.	Back-up unit of Single Disc Scrubber
5.	Retriever with steel rope (100 mtrs.)	02 Nos.	For removing blockade in sewer lines.
6.	Single Disc Scrubber	05 Nos.	

9. The service provider will be required to engage the labourers after proper police verification and the police verifications reports be furnished to High Court.
10. In appropriate cases the High Court may get the verification done through concerned Police Authorities.

G. Filling of Bid

1. The tender document is not transferable
2. Schedule for invitation of Tender
 - a. Addressee and Address at which Tenders to be submitted:
Director Finance, High Court of J&K and Ladakh.
e-mail: _____@gmail.Com.Contract: (0191)_____ (Phone/Fax)
 - b. Last date of sale of tender form: 25.4.2022
 - c. Last date and time for receipt of Tenders 25.04.2022 upto 4.P.M.

- d. Date of opening of Technical bid 26.04.2022. The bids shall be opened in presence of the tenderers who may like to be present at that time.
- e. The date of opening of the financial bids shall be intimated subsequently and the financial bids of only those service providers shall be opened who will qualify the technical bids criteria.
- f. In case the last date for submission/opening of the bids happens to be a non working day on any account, the date shall automatically get extended to the next working day.
- g. Date till which the tender is valid would be 90 days from the date of opening of the Technical Bid.
 - i. High Court shall not be responsible for any postal delay about non-receipt/ no-delivery of the documents.
 - ii. Conditional Tenders and tenders with deviations will be summarily rejected.

- 3. The bidder(s) shall themselves bear all costs associated with the preparation and submission of their Bid.
- 4. The bidder is expected to examine all instructions, forms, terms and specifications in the tender document. Failure to furnish all information required in the tender document or submission of a bid not substantially responsive to the tender documents in every respect will be at the bidders' risk and may result in the rejection of the bid.
- 5. The prices quoted shall be inclusive of all taxes, fees, charges and duties throughout the period of contract.

H. In the event of bidder being selected as the Service Provider:

- 01. The service provider has to perform to the entire satisfaction of High Court Authorities and failure to do so will result in forfeiture of EMD and cancellation of work order. This security deposit will be refunded only after three months of successful completion and sign-off of work.

02. A detailed work agreement will be signed by the Service Provider with High court of Jammu & Kashmir and Ladakh.
03. The Service Provider shall have to ensure that Solid Waste is collected in full compliance with the MSW Management and Handling Rules, 2000 and ensure that following activities are not allowed to be undertaken:
- a. Burning of garbage/SW in any manner.
04. That Service Provider shall be solely responsible for all Central/State Governemnt statutory compliances especially the laws related with labour, labour welfare (including but not limited to bonus, PF, ESI and over time leave), minimum wages, protection of environment etc. If any notice is served to the Service Provider for any non-compliance by the Central/State Government authority, the service provider shall have to inform High Court of Jammu & Kashmir and Ladakh about it immediately. The Service Provider shall also keep the High Court of Jammu & Kashmir and Ladakh posted about all subsequent developments with regard to such notices.
05. The service provider shall be solely responsible for ensuring that the behavior of his staff, especially those engaged in the preemptive work, with the staff members, advocates & general public is highly courteous. In case of an individual persistently ignoring the advice of the Service Provider's personnel, the Service Provider shall bring the matter to the notice of High Court of Jammu & Kashmir and Ladakh.

1. **Fair Wages**

- a. The Service Provider shall pay not less than fair wage/minimum wages to labourers engaged by them on the work as revised from time to time by the Government.
- b. High Court of Jammu & Kashmir and Ladakh shall have the right to deduct, from the money due to the Service Provider, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons on non-fulfilment of the conditions of the contract for the benefit of the worker or workers, non-payment of wages or of decutions made there from, which are not justified the terms of the contract or as a result of non-observance of the government regulations.

- c. The regulations, aforesaid shall be deemed to be part of the contract and any breach thereof, shall be deemed to be breach of the contract.
- d. High Court of Jammu & Kashmir and Ladakh may in due consultation and subject to mutual agreement with the Service Provider modify any condition of the existing contract that promotes the welfare/safeguards the interest of the engaged labour.

J. Force Majeure:

1. Notwithstanding anything to be contrary elsewhere contained in the agreement between the parties, neither party shall, in any event, regardless of the form of claim, be liable etc. to:-
 - i) Any indirect, special, punitive, exemplary, speculative or consequential damages, including but not limited to, any loss of use, loss of date, business interruption, and loss of income or profit, irrespective of whether it has any advance notice of any such damages or
2. A party is not liable for failure to perform the party's obligations if such failure is as a result of a natural calamity (including fire, flood, earthquake, storm, hurricane or any other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war/is declared), civil war, activities, nationalization, government sanction, blockage, embargo, strike, lockout or interruption or failure of electricity or telephone service.
3. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the non performing party must prove that the party took responsible steps to minimize delay of damages, caused by foreseeable events, that the party subsequently fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event.





L. Other Conditions:

- All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the sole arbitrator, to be appointed by Hon'ble the Chief Justice, High Court of Jammu & Kashmir and Ladakh. The award of the sole arbitrator shall be final and binding on the parties under the provisions of the Arbitration and conciliation Act, 1996 or by statutory modification reenactment thereof for the time being in force. Such arbitration shall be held in Jammu.
- In all matters and disputes arising there under, the appropriate courts of Jammu alone shall have jurisdiction to entertrain any of them.
- The service provider must have valid PAN, EPF, ESI, Contract labour license, GST registration and must comply with the provisions of these and other applicable labour and other laws.
- If at any time any malpractice is perpetrated by the service provider the entire dues of the service provider shall stand forfeited and High Court of Jammu & Kashmir and Ladakh will institute punitive legal action in respect thereof.
- The Service Provider will have to segregate waste right after collection in dry and wet category or as bio-degradable and non-bio-degradable components separately.
- The Service Provider shall be allowed to remove the recyclable materials from the waste and make profits out of it. He shall also be allowed to use recyclable materials for composing or any other process.
- The Service Provider shall also be responsible for routine spray of chemicals for prevention of Malaria and such diseases. However, High Court of Jammu & Kashmir and Ladakh shall not provide materials and machinery for such activities from time to time.


(Director Finance)

High Court of Jammu & Kashmir and Ladakh
Jammu 