

# HIGH COURT OF DELHI AT NEW DELHI

## NOTICE INVITING TENDER

Tender Notice No. 04/DHC/GA-II/HK/2023-25

### CONTRACT FOR ENGAGEMENT OF CONSERVANCY, HOUSEKEEPING (Mechanized) AND SANITATION SERVICES AT HIGH COURT OF DELHI, SHER SHAH ROAD, NEW DELHI-110003.

Sealed tenders, with 90 days validity from the date of opening of tenders are invited from reputed/eligible agencies for providing conservancy, housekeeping (mechanized) and sanitation services at High Court of Delhi, Sher Shah Road, New Delhi-110003, for carrying out the work as per specifications of the tender for the period from 01.09.2023 to 31.08.2025.

Number of personnel required is as under:

Housekeepers	298 (Unskilled)
	[not less than (i) 172 male (in first shift) from 7.00 a.m. to 3.00 p.m.;
	(ii) 24 female (in first shift) from 8.00 a.m. to 4.00 p.m.;
	(iii) 14 female (in second shift) from 10.00 a.m. to 6.00 p.m.;
	and
	(iv) 88 male (in second shift) from 1.00 p.m. to 9.00 p.m.]
Supervisors	25 personnel (semi-skilled) (including 6 female)


Copy of the terms and conditions of the tender may be obtained on payment of Rs. 5000/- (Rupees Five Thousand Only) (non-refundable), in the form of pay order/demand draft only drawn in favour of "Registrar General, High Court of Delhi" from the Administrative Officer (Judicial), General Admn.-II Branch, Room No. 108, First Floor, Administrative Block, High Court of Delhi, Sher Shah Road, New Delhi-110003, in person on any working day between 3.00 p.m. to 4.00 p.m. up to 01<sup>st</sup> July, 2023. No cash payment will be accepted.

Detailed notice inviting tender, bid form and necessary information are also available on the official website of the High Court of Delhi i.e. [www.delhihighcourt.nic.in](http://www.delhihighcourt.nic.in), which can be downloaded and used by the Bidder. In such case, the Bidder must enclose Rs. 5000/- (Rupees Five Thousand Only), in the form of Pay Order/Demand Draft in favour of "Registrar General, High Court of Delhi" in addition to EMD, failing which the tender will straightaway be rejected.

The tender complete in all respects should reach the Administrative Officer (Judicial), Receipt & Despatch (Establishment-II Branch), 3<sup>rd</sup> Floor, 'S' Block, High Court of Delhi, Sher Shah Road, New Delhi-110003 before the date and time as mentioned in the schedule below:

SCHEDULE

1. Date of Publication : 07.06.2023
2. Last Date & Time for submission  
of Bids along with EMD : 03.07.2023 by 04.00 p.m.
3. Opening of Technical Bids : 15.07.2023 at 03.00 p.m.
4. Opening of Financial Bids : 21.07.2023 at 03.00 p.m.
5. Date of commencement of work : 01.09.2023



**(Sanjay Kapoor)**  
**Assistant Registrar**  
**High Court of Delhi,**  
**New Delhi**

# HIGH COURT OF DELHI AT NEW DELHI

## NOTICE INVITING TENDER FOR CONTRACT FOR ENGAGEMENT OF CONSERVANCY, HOUSEKEEPING (Mechanized) AND SANITATION SERVICES AT HIGH COURT OF DELHI, SHER SHAH ROAD, NEW DELHI-110003.

Tender Notice No. 04/DHC/GA-II/HK/2023-25

### INSTRUCTIONS TO BIDDERS

#### 1. GENERAL

1. Tenders are invited by the Registrar General, High Court of Delhi, New Delhi (hereinafter referred to as "the Registrar General") for conservancy, housekeeping (mechanized) and sanitation services under which the agency awarded the contract (hereinafter called "the Service Provider") shall provide uniformed trained personnel [298 Housekeepers (unskilled) {not less than (i) 172 male (in first shift) from 7.00 a.m. to 3.00 p.m.; (ii) 24 female (in first shift) from 8.00 a.m. to 4.00 p.m.; (iii) 14 female (in second shift) from 10.00 a.m. to 6.00 p.m.; and (iv) 88 male (in second shift) from 1.00 p.m. to 9.00 p.m.}] and 25 Supervisors (semi-skilled) (including 6 female) for conservancy, housekeeping (mechanized) and sanitation services for the buildings, equipment, materials, as specified in the SCOPE OF WORK (Annexure-II) for entire High Court of Delhi Complex, Sher Shah Road, New Delhi as specified in Annexure-III (hereinafter referred to as "the premises") as per following schedule:-

1.	Date of Publication	:	07.06.2023
2.	Last Date & Time for submission of Bids along with EMD	:	03.07.2023 by 04.00 p.m.
3.	Opening of Technical Bids	:	15.07.2023 at 03.00 p.m.
4.	Opening of Financial Bids	:	21.07.2023 at 03.00 p.m.
5.	Date of commencement of work	:	01.09.2023

#### 2. DOCUMENTS ACCOMPANYING NOTICE INVITING TENDER:-

##### 2.1 Contents of documents.

2.1.1. This Tender Document has been prepared for the purpose of inviting tenders for providing conservancy, housekeeping (mechanized) and sanitation services. This is accompanied by:-

- Proforma for submission of information for evaluation of Technical Bid (Annexure-I A)
- Proforma for submission of Financial Bid (Annexure-I B)
- Proforma for furnishing detail of minimum guaranteed quantity of consumables to be supplied in a month (Annexure-I B(i))
- Scope of Work (Annexure-II)
- Details of area to be cleaned (Annexure-III)
- Undertaking (Annexure-IV)
- Form of Bank Guarantee for Performance Security (Annexure-V)
- Form of Agreement (Annexure-VI)

2.1.2. The Bidder is expected to examine and study all instructions, forms, terms and conditions in the tender document. Failure to furnish entire/complete information required in the tender document or submission of a tender not responsive to the tender document in any respect will be at the Bidder's risk and may result in rejection of his bid.

2.1.3. The Bidder shall not make or cause to make any alteration, erasure or obliteration to the text of the tender document.

## **2.2. Clarification of NIT:-**

2.2.1 In case the Bidder has any doubt about the meaning of anything contained in the tender document, he may seek clarification from the Deputy Registrar (General Admn.-II), Room No. 108, First Floor, Administrative Block, High Court of Delhi, Sher Shah Road, New Delhi-110003, not later than two days before the last date of submission of bid. Any such clarification, together with all details on which clarification had been sought, will be published for information of all concerned at the official website of this Court i.e. [www.delhihighcourt.nic.in](http://www.delhihighcourt.nic.in).

2.2.2. Except for any such clarification given by the Registrar General, as described in the preceding clause which is expressly stated to be an addendum to the tender document issued by the Deputy Registrar (General Admn.-II), Room No. 108, First Floor, Administrative Block, High Court of Delhi, Sher Shah Road, New Delhi-110003, no written or oral communication, presentation or explanation by any other employee of the Registrar General shall be taken to bind or fetter the Registrar General under the contract.

## **3. ELIGIBLE BIDDERS:-**

3.1. In order to be eligible, a Bidder must

- (a) be registered with EPF;
- (b) be registered for GST;
- (c) possess PAN and up-to-date Income Tax Clearance Certificate;
- (d) have their Registered/Principal Office situated in the NCT of Delhi.

3.2. Must have successfully completed at least two similar works during the last five years in any of the Departments/Autonomous Institutions/Universities/ Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities and shall submit the certificate of the employer regarding successful execution of work during the preceding years.

3.3. Must have successfully completed three similar works each of not less than Rs. 5,00,00,000/- (Rupees Five Crore Only) per annum in his own name during the last three consecutive years ending 31<sup>st</sup> March, 2023, and having annual average turnover of Rs. 10,00,00,000/- (Rupees Ten Crore Only) or more during the last three financial years in the audited accounts, from such business.

## **4. QUALIFICATION OF THE BIDDERS:-**

4.1. The Bidder, to qualify for award of contract, shall submit a power of attorney authorizing the signatory of the bid to commit each member of the partnership/consortium/joint venture/company; except in the case of an individual or sole proprietary concern.

4.2. (a) Memorandum of Understanding shall be provided in case the Bidder comprises of joint venture/consortium/partnership/company.

(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge of the services and such authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm/company.

(c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.

4.3. The Bidder shall submit full details of his ownership and control or, if the Bidder is a partnership/joint venture/company or consortium, full details of ownership and control of each member thereof.

4.4. Bidder or members of a partnership/joint venture/company or consortium shall submit copy of PAN Card issued under Income Tax Act.

4.5. Bidder must submit copies of all eligibility documents required, duly self-attested, along with technical bid of the tender.

4.6. Each Bidder (each member in the case of partnership firm/joint venture/consortium/company) and his associate, if any, is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of the contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If the Registrar General or any authorized representative on his behalf subsequently finds to the contrary, the Registrar General reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

4.7. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such conduct will result in the rejection of bid, in addition to other punitive measures.

4.8. The decision of the Registrar General arrived at will be final and no representation of any kind will be entertained on the above. An attempt by any Bidder to bring pressure of any kind, may disqualify the Bidder for the present tender and he will be liable to be debarred from bidding for High Court of Delhi tenders in future for a period of at least three years.

**TENDER OF ANY VENDOR NOT FULFILLING THE ELIGIBILITY CONDITIONS STIPULATED ABOVE, WILL NOT BE CONSIDERED.**

**5. ONE BID PER BIDDER:-**

Each Bidder shall submit only one bid either by himself or as a partner in a firm or joint venture or as representative of a company or as a member of consortium. If a Bidder or if any of the partners in a joint venture or any one of the members of the consortium participates in more than one bid, the bids are liable to be rejected.

## **6. COST OF BID:-**

The Bidder shall bear all costs associated with the preparation and submission of his bid and the Registrar General will in no case be responsible or liable for such costs, regardless of the conduct or outcome of the tender process.

## **7. VISIT TO THE PREMISES :-**

The Bidder, if his tender is accepted, shall be obliged to provide conservancy, housekeeping (mechanized) and sanitation services to the premises and is therefore advised to visit and acquaint himself with the area and operational system. The costs of visiting shall be borne by the Bidder. It shall be deemed that the Bidder has undertaken a visit to the premises and is aware of the operational conditions prior to the submission of the Bid.

## **8. SUBMISSION OF BIDS:-**

**8.1.** The bids and all accompanying documents shall be in English. In case any accompanying documents are in other language(s), it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

### **8.2. Documents Comprising the Bid.**

**8.2.1.** Tender document issued for the purposes of tendering as described in Clause 2.1.1 and any amendment(s) issued shall be deemed as incorporated in the Bid.

**8.2.2.** The Bidder shall, on or before the date given in the Notice Inviting Tender, submit his bid accompanied by all supporting documents.

**8.2.3.** One copy of the tender document and Addenda, if any thereto, with each page signed and stamped shall be attached and placed with the bid to acknowledge the acceptance of the same.

**8.2.4.** The Bidder shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. 5,00,000.00 (Rupees Five Lakh Only) in the form of Pay Order/Demand Draft in favour of "Registrar General, High Court of Delhi" payable at "New Delhi" issued after the date of publication of notice inviting tender along with the Bid. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period.

**8.2.5.** The Bidder shall furnish the details regarding total number of works completed in preceding five years, which were similar in nature and as in the present contract requiring supply of trained man power to provide conservancy, housekeeping (mechanized) and sanitation services at High Court of Delhi, Sher Shah Road, New Delhi.

**8.2.6.** The Bidder shall submit attested copies of TDS Certificates so as to ascertain the cost of the completion of work executed by him.

**8.2.7.** The Experience Certificate submitted by the Bidder must have been signed by the owner of the company/organization/institution or by an officer not less than a Deputy Secretary/General Manager and must clearly indicate: -

- i. the date of completion of the work;
- ii. the nature of the house-keeping work performed/schedule of work;
- iii. whether the work has been performed satisfactorily; and
- iv. there has been no breach.

**8.2.8** Documents evidencing average financial turnover for the last three consecutive Financial years ending March 2023, duly audited by a registered Chartered Accountant along with a certificate.

**8.3. Bid Amount:-**

**8.3.1.** Bidder shall quote the rates for the entire contract on a 'single responsibility' basis such that the tender price covers Service Provider's all obligations mentioned in or to be reasonably inferred from the tender document in respect of the conservancy, housekeeping (mechanized) and sanitation services at High Court of Delhi, Sher Shah Road, New Delhi. This includes all the liabilities of the Service Provider such as cost of uniform and identity cards of personnel deployed by the Service Provider and all other statutory liabilities and the directions incidental thereto issued by Government Department from time to time (like EPF contributions, service charges, all kinds of taxes, etc.).

**8.3.2.** Bidder shall include the cost of consumables and maintenance and repair charges of equipment used by the Service Provider for conservancy, housekeeping (mechanized) and sanitation services. The Bidder shall also take into account cost of machinery/equipment required for undertaking the task assessing the numbers commensurating with the scope of work.

**8.3.3.** Conditional bids/offers will be liable to be summarily rejected.

**8.4. Form of Bid:-**

**8.4.1.** The Form of Bid shall be complete in all respects and duly signed and stamped by an authorized and empowered representative of the Bidder. If the Bidder is a company/partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be duly dated. Copies of relevant power of attorney shall be attached.

**8.4.2.** The documents comprising the Bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.

**8.4.3.** All the terms and conditions as mentioned herein shall be binding on the Bidder and no change by the Bidder will be acceptable. The bid shall contain no alterations, omissions or additions except those to comply with instructions issued by the Registrar General, or are necessary to correct errors made by the Bidder, in which case such corrections shall be initialed/signed and dated by the person(s) signing the bid.

**8.4.4.** The information for evaluation of bid shall be furnished in the proforma (Annexure-I A; Annexure-I B and Annexure-I B(i)) along with copies of all relevant documents and the last date for submission of the bids is 03.07.2023 at 4.00 PM.

**8.4.5.** The Bid should be given in three parts:-

- |          |  |
|----------|--|
| Part-I   | EMD Amount + Cost of Terms & Conditions (if downloaded)  |
| Part-II  | Technical Bid (Annexure-I A) with all supporting documents.  |
| Part-III | Financial Bid (Annexure-I B) + (Annexure-I B(i))<br>(with break-up of quoted rates) clearly indicating the following:- |
|          | 1. Service Charges with percentage charged (Minimum 3% required)   |
|          | 2. Reliever Charges  |

3. Others (medical/uniform/ bonus etc.)
4. Cost of Cleaning Materials
5. Cost of Equipment
6. GST and/or any other tax applicable

#### **8.5. Currencies of Bid and Payment:-**

The Bidder shall submit his financial bid in Indian Rupee and payment under the contract will be made in Indian Rupee.

#### **8.6. Duration of Contract:-**

The contract shall be initially for a period of two years and the Registrar General reserves the right to terminate the contract at any point of time without assigning any reason or to extend the validity of contract on the same terms and conditions for such period as may be deemed fit by him.

**8.6.1** In case the Service Provider doesn't intend to continue with the work, he shall give three months' advance notice in writing for termination of contract.

#### **8.7. Bid Security:-**

**8.7.1.** Any tender not accompanied by Bid Security (EMD) shall be rejected.

**8.7.2.** Bid securities of the unsuccessful Bidders will be returned without any interest to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract.

**8.7.3.** Bid Security of the successful Bidder shall be returned on receipt of Performance Security and after signing the agreement.

**8.7.4.** Bid Security shall be forfeited if the Bidder withdraws his bid during the period of Tender validity.

**8.7.5.** If the successful Bidder refuses or neglects to execute the contract or fails to furnish the required Performance Security within the time frame specified by the Registrar General, the bid would be liable to be rejected and the Bid Security shall be forfeited.

#### **9. Bid Opening and Evaluation:-**

**9.1.** The Bidder should submit (i) Technical Bid, (ii) Financial Bid and (iii) EMD & Cost of Terms and Conditions (if downloaded from the website) in three separate sealed covers, which should be addressed to "The Registrar General, High Court of Delhi, New Delhi" and superscribed "Tender for Providing Conservancy/ Housekeeping Services - Technical Bid/Financial Bid/ EMD & Cost of Terms and Conditions" on the respective cover and all the said three covers placed in a sealed cover. The outer cover in which aforesaid three sealed covers are placed should be addressed to **the Registrar General and be delivered to the Administrative Officer (Judicial), Receipt & Despatch (Establishment-II Branch), 3<sup>rd</sup> Floor, 'S' Block, High Court of Delhi, Sher Shah Road, New Delhi-110003, on or before the last date of receipt of the bids as stated above.** The said outer cover should also be superscribed with the words "**TENDER FOR CONSERVANCY/ HOUSEKEEPING SERVICES**". The Registrar General will not be responsible for any delay on the part of the Bidder in obtaining the terms and conditions of the tender notice or submission of the tender bids. The offers submitted by fax/e-mail or any mode other than specified herein will not be considered. No correspondence in the matter will be entertained.



9.2. The sealed covers containing Technical Bids and EMD and Cost of Terms and Conditions (if downloaded from the website) will be opened by the officers nominated by the Registrar General for the said purpose in the A-Block, Main Building, High Court of Delhi, New Delhi in the presence of Bidders/their representatives who choose to attend on the date and time as above appointed.

9.2.1. The bid of any Bidder who has not complied with one or more of the conditions shall be summarily rejected.

9.2.2. Financial bids of the Bidders who have submitted the EMD and Cost of Terms and Conditions (if downloaded from the website) and also have technically qualified will only be opened by the officers nominated by the Registrar General for the said purpose in the A-Block, Main Building, High Court of Delhi, New Delhi, for evaluation, in the presence of qualified Bidders/their respective representative who choose to attend at the date and time as above appointed. Thereafter, the Vendors will be short-listed on the basis of their bidding amount, experience, turnover, etc. However, if the Registrar General considers it necessary, revised financial bids can be called from the short-listed Bidders. In that case, the revised bids should not exceed the amount than of original bids. The lowest quoted Bidder is first chosen on the basis of the lowest financial bid, if all the features are same. The decision of the Registrar General arrived at will be final and no representation of any kind will be entertained. Any attempt by any Bidder to bring pressure of any kind may disqualify the said Bidder to present any such tender, besides being liable to be debarred from bidding for High Court of Delhi in tenders in future for at least a period of three years. Contract will be awarded to the finally selected Bidder. If need arises, split order can also be issued. The Bidder should also submit with their tender a copy of their latest annual report, general information about the company (company profile), list of location(s) where they are providing such services, contact numbers of the concerned officers of their client be also furnished.

**9.3. Right to accept any Bid and to reject any or all Bids:-**

9.3.1. The Registrar General is not bound to accept the lowest or any bid and may at any time by notice in writing to the Bidders terminate the tendering process.

9.3.2. If at any stage, before the contract is awarded, it is found that a bidder has furnished false information or suppressed material information, the bid of the said bidder will be summarily rejected and the EMD shall stand forfeited.

9.3.3. The Registrar General may terminate the contract if it is found that the agency is black listed on previous occasions by any Departments /Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc. or had given false information or suppressed material information.

**10. AWARD OF CONTRACT:-**

10.1. The Registrar General will award the contract to the successful evaluated Bidder who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding/tender document.

10.2. The Registrar General will publish the name and particulars of the successful Bidder on the notice board of this Court and also communicate to the successful Bidder by letter that his bid has been accepted. This letter (hereinafter and in the conditions of contract referred to as "Letter of Offer") shall prescribe the maximum

monthly amount which the Registrar General will pay to the Service Provider in consideration of the execution of work/services by the Service Provider as prescribed in the contract.

**10.3.** The successful Bidder shall be required to submit a letter of acceptance of the offer and also furnish Performance Security for an amount equivalent to the one month's maximum monthly amount in the form of Fixed Deposit/Bank Guarantee irrevocable and unconditional from a nationalized bank in an acceptable form (Annexure-V) in favour of "Registrar General, High Court of Delhi, New Delhi", within 7 days of receipt of "Letter of Offer". The Performance Security shall remain valid for a period of six months beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the Service Provider accordingly. Bid Security/Earnest Money Deposit will be refunded on receipt of Performance Security from the successful Bidder. If the Bidder is not able to provide the services completely within the specified period, the Security Deposit will be forfeited in full. No interest will be payable for the Security Deposit.

**10.4.** The successful Bidder will be required to execute a contract in the form specified in Annexure-VI within a period of 7 days from the date of issue of Letter of Offer.

**10.5.** The contract shall be further subject to such other terms, conditions and instructions as may be imposed by the Registrar General from time to time.

## **11. Terms and Conditions of Contract**

**11.1.** Licenses/permissions/registrations etc., if any required for Housekeeping services at the premises, will be procured/ renewed by the Service Provider. If penalized for non-compliance of any of the legal requirements, the Service Provider shall be responsible for the same and deal with the same at his own level and costs, and in no way shall put any liability on the Registrar General.

**11.2** The Service Provider may continue with the workmen/housekeepers, who are already working in this Court or they may depute their own workmen/housekeepers.

**11.2.1(a)** The Service Provider shall be the employer of all employees/staff deputed by him for the purpose of conservancy, housekeeping (mechanized) and sanitation services and shall be liable entirely, to the exclusion of anyone else, for the payment of statutory liabilities. All liabilities arising out of injury or death of personnel suffered accidentally or otherwise deployed by the Service Provider while on duty shall be borne by the Service Provider.

**11.2.1(b)** The Service Provider must provide medical facilities to the workmen/housekeeper working in this Court as well as his/her dependent family members.

**11.2.2.** The Service Provider shall pay salary to their employees/staff deputed as per monthly remuneration approved by this Court i.e. Supervisors @ Rs. 29,200/- + Rs. 1950/- towards EPF subscription (i.e. 13% of Rs.15,000) and Housekeepers @ Rs. 21,700/- + Rs. 1950/- towards EPF subscription (i.e. 13% of Rs.15,000) .

11.2.3. The Service Provider shall pay monthly wages/salary to the employees latest by 7<sup>th</sup> of the subsequent English calendar month. The Service Provider shall also issue wage slips to the employee concerned every month.

11.2.4. After the salary is disbursed to the employees, the Service Provider shall raise his monthly bills in two parts i.e. (i) salary/wages of employees (2) Service charges, cost of cleaning materials and equipment, etc. along with the proof of disbursement of salary and EPF details.

11.2.5. The employees of the Service Provider shall be paid Non-Productivity Linked Bonus @ fixed by the Government of India, from time to time, which shall be borne by the Registrar General.

11.2.6. The employees of the Service Provider shall be entitled to 1 day leave per month with prior sanction of the competent authority, which would, if not availed, be carried forward to the following month within the tenure of contract of the Service Provider. They may avail maximum 3 days' leave during a month, with prior sanction of the competent authority.

11.3. The Service Provider shall ensure the compliance of all the guidelines of the Hon'ble High Court of Delhi in W. P. (C) 7320/2015 titled "Birender Sangwan vs. Union of India & Ors.", including payment through ECS System. **The Service Provider shall update a dynamic list of all employees engaged, on month-to-month basis, with relevant bank account details and EPF numbers maintained by the Service Provider.**

11.4. The execution of cleaning and housekeeping shall be undertaken through uniformed and trained personnel with mechanized equipment.

11.4.1. The Service Provider shall provide a work-force of not less than (i) 172 male (in first shift) from 7.00 a.m. to 3.00 p.m.; (ii) 24 female (in first shift) from 8.00 a.m. to 4.00 p.m.; (iii) 14 female (in second shift) from 10.00 a.m. to 6.00 p.m.; and (iv) 88 male (in second shift) from 1.00 p.m. to 9.00 p.m., on all days, including Gazetted Holidays and Sundays. However, on Sundays and gazetted holidays, the requirement could be lower but not less than fifty percent of the work force, at the discretion of the Registrar General.

11.4.2. The Registrar General may increase the number of personnel as per his requirements, which will be intimated from time to time, subject to payment of extra charges as detailed in clause 11.2.2 for the additional personnel.

11.4.3. The Service Provider shall not put one person on duty in both shifts on any day. In case, the Service Provider fails to provide the minimum work-force on any day, the Registrar General shall deduct on pro-rata basis from the monthly conservancy charges payable to the Service Provider.

11.4.4. Every employee so engaged by the Service Provider shall wear uniform and identity card bearing his/her name and photograph, while on duty. The said uniform and identity card shall be provided by the Service Provider at his own cost.

11.4.5. **Every employee so engaged by the Service Provider shall mark biometric attendance. The bio-metric card shall be provided by the Service Provider at his own cost.**

11.4.6 The Service Provider shall engage personnel who are medically and physically fit.

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**11.4.7.** At least Twenty Five Supervisors (including six female) (excluding workforce) shall be provided by the Service Provider who will look after the work and will be available in service at all times to attend to any complaint received or pointed out by the representatives of the Registrar General. Adequate supervision will be provided by the Service Provider to ensure perfect performance of the said sanitation services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control and supervision over the staff of the Service Provider deployed, the supervisory staff will move in their areas of responsibility.

**11.4.8.** The staff engaged by the Service Provider shall be available all the time as per their duty roster and they shall not leave their place of duty without the prior permission of the officer, authorized by the Registrar General.

**11.4.9.** The Service Provider's representative/supervisor should always be available at the premises along with attendance register of the workers.

**11.5.** The Service Provider will ensure that all the conservancy, housekeeping (mechanized) and sanitation services in all areas detailed in Annexure III are provided to the satisfaction of the Registrar General or his representatives.

**11.5.1.** The cleaning and housekeeping work is to be carried out as per the highest standards/norms and in such a manner that entire premises are always kept neat and clean and the workmen should be deployed for the day in such a manner that all areas covered should be neat and clean before 9.00 a.m., daily.

**11.6.** Cleaning, Deep Cleaning, Sanitization, Washing, Dusting, etc. are to be carried out daily in mechanized way for which all the materials such as brushes, pressure pipe, phenyl, naphthalene balls, sanitizing chemicals such as sodium hypochlorite/coroid, dusters, wire buckets, brooms, swabs required, flush clean soaps, air pockets, chemicals, flush matic, garbage bags of different sizes, etc., all the consumables and disposables required for cleaning and housekeeping will be provided by the Service Provider, and should be of good quality, ISI marked and eco-friendly. The use of acid(s) shall be avoided to the maximum.

**11.6.1.** Sufficient quantity of quality/branded materials required for cleaning should be available at the premises with the Service Provider in advance. At least one month stock of materials must be kept in advance in this court complex in the custody of Caretaking Branch.

**11.7.** Mechanized equipment, in optimum number, will be arranged by the Service Provider. At-least 05 Telescopic poles for window cleaning (30 ft.), 21 Single Disk Scrubbing Machines, 27 Vacuum Cleaners, 04 Auto Scrubbers, 20 Jets High Pressure, 02 Road Sweeping (Clean of Dust), 02 Escalator wizard cleaning machine, 02 spraying machines (for sanitization), 02 fogging machines/fumigation machines and 05 Cycle Rickshaws for carrying garbage to dhalao will be provided by the Service Provider. All equipment used should be of standard make, ISI marked and in a good working condition. The mechanized equipment as stated above shall be checked by the officers of this Court and if the same are not found in requisite quantity and working condition, the cost of machinery/equipment shall be deducted from the bill. In case of repeated misconduct in respect of providing machinery/equipment, penalty shall be imposed, at the discretion of the Registrar General.

**11.8.** The manpower must be trained and counseled with regard to management of bio-degradable material from time to time, so that waste disposal is carried out in totally safe manner without affecting the environment as per pollution control norms.

**11.9.** It shall be the sole responsibility of the Service Provider that the personnel engaged are trained in the task assigned and the Registrar General will not be liable for any mishap occurring on account of act of commission or omission on part of such personnel and their supervisors.

**11.10.** The cleanliness will be periodically checked by the Registrar General or any person(s) authorized by him to gauge level of cleanliness and the Service Provider must abide by the instructions issued in this regard, from time to time. The areas of concern would include:-

- (i) Shine level, presence of dust, Paan and Gutkha stains, spillage of water or other liquids, bird droppings, etc. on floors, walls, doors, windows or stairs, etc.;
- (ii) Dust or cobwebs etc. on ceiling, window grills etc.;
- (iii) Finger/palm or any other marks, dust and gutkha stains on glass panes of windows or doors and mirrors;
- (iv) Dirt marks, dust, dryness and odour/stench in wash-basins, urinals, WCs, floors, etc. in toilets/washrooms and drains.

**11.11.** (a) In case any of Service Provider's personnel(s) deployed under the contract is absent, a penalty equal to the wages of number of personnel(s) absent on that particular day in addition to the pro-rata deduction as stated in clause 11.4.3 above shall be levied by the Registrar General and the same shall be deducted from the Service Provider's monthly dues.

(b) In case any of Service Provider's personnel deployed under the contract fails to report in time and Service Provider is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in clause 11.11(a) above shall be levied.

(c) In case any public complaint is received attributable to misconduct/misbehavior of Service Provider's personnel, penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from Service Provider's monthly dues. Further the concerned Service Provider's personnel shall be removed from the premises immediately.

**11.12.** In case the Service Provider fails to commence/execute the work as stipulated in the agreement or performs unsatisfactorily or does not meet the statutory requirements as indicated in contract, the Registrar General reserves the right to impose the penalty as detailed below:-

a. 5% of monthly cost of contract per week, upto four weeks.

b. After four week's delay the Registrar General may unilaterally rescind the contract and get the job carried out from any other agency. The difference, if any, in the cost will be recovered from the defaulter Service Provider, who shall also be liable to be black-listed from participating in such type of tender and his earnest money/security deposit shall also stand forfeited.

**11.13.** If cleanliness is not observed up to the satisfaction of the Registrar General, a penalty by way of deduction, from monthly bill, of Rs.5,000/- per instance may be imposed within the discretion of Registrar General.

**11.14.** The Service Provider shall ensure that the personnel to be deputed for the awarded work are always subjected to constant control and supervision (including by surprise checks) by trained supervisory staff, deputed by Service Provider or representatives of the Registrar General.

**11.14.1.** The Registrar General or his representative may at any time inspect the quantity and quality of the consumables/equipment being used by the Service Provider

**11.15.** The Service Provider shall be responsible to provide immediate replacement to take place of any staff engaged by him, who is not available for duty at the place of posting and such other additional staff as may be required for additional area for which prior information has been given.

**11.16.** The Service Provider shall be similarly under an obligation to replace the machinery/equipment in case of defects/disrepair.

**11.17.** The Service Provider shall abide by and comply with the statutory requirements of labour laws including Labour Act, Contract Labour (Regulation & Abolition) Act 1970, EPF Act, etc. and the directions incidental thereto issued by Government Department from time to time with regard to the personnel engaged by him for housekeeping and sanitation work. It will be the responsibility of the Service Provider to furnish details and particulars of manpower deployed by him to the Registrar General and to the Labour department and keep it updated incorporating changes, if any, from time to time.

**11.18.** The Registrar General shall have the right to ask for the removal of any personnel of the Service Provider, who is not found to be competent or orderly in the discharge of his duty or is not performing the job satisfactorily or otherwise.

**11.19.** The personnel deployed have to be extremely courteous with very pleasant mannerism in dealing with the staff/visitors, especially with ailing, aged, infirm, female staff/visitors and should project an image of utmost discipline. The Registrar General shall have the right to have any personnel removed in case of litigant/advocate/staff/visitor complains of misbehavior. The Service Provider shall have to arrange the suitable replacement in all such cases.

**11.20.** The staff, so deployed by the Service Provider, shall perform their duties for shifting, loading and unloading as also any other work concerning housekeeping and matters assigned in the interest of the High Court of Delhi.

**11.20.1.** The Service Provider shall not engage any sub-Service Provider or transfer the contract to any other person in any manner.

**11.21.** The antecedents of staff deployed including temporary or substitute shall be got verified by the Service Provider from the police authority and an undertaking in this regard shall be submitted to the Registrar General who may call for compliance reports from the Service Provider.

**11.21.1.** The Service Provider shall provide a list of manpower (including relievers) along with latest police verification, two passport size photographs of all the personnel so deployed in the High Court of Delhi immediately on the commencement of Tender work.

**11.22.** The Service Provider will maintain a register in which day to day deployment of personnel will be entered. This will be countersigned by the authorized officer of the Registrar General. While raising the monthly bill, copy of the deployment particulars of the personnel engaged during respective month, must be submitted. The Service Provider shall give a certificate regarding payment of wages to each personnel whose services were utilized and also furnish proof of payment of all other statutory contributions/subscriptions, as per rules and laws in force, of the respective month while raising the monthly bill as detailed above.

**11.23. The Service Provider shall be entitled to the monthly payment only after a satisfactory performance report is given by the Caretaking staff of the Registrar General.** The payment of dues by the Registrar General to Service Provider would be made on monthly basis on the actual number of the personnel deputed by the Service Provider and upon submission of the documentary proof by the Service Provider and verified by the authorized representative of the Registrar General. No other claim on whatever account shall be entertained by the Registrar General.

**11.24.** The Service Provider shall be responsible to properly maintain all property and equipment of the Registrar General entrusted to it. Any damage or loss caused by Service Provider's personnel to the Registrar General, in whatever shape or manner, would be liable to be recovered from the Service Provider by deduction from monthly bill.

**11.25.** The Service Provider and his staff shall take all necessary precautions to preclude from loss, destruction, waste or misuse the areas of responsibility given to them by the Registrar General and shall not knowingly lend to any person or company any of the effects of the Registrar General under his control.

**11.26.** The staff provided by the Service Provider shall not do any other work for reward or otherwise elsewhere either directly or indirectly except for and on behalf of the High Court of Delhi.

**11.26.1.** The sanitation staff engaged by the Service Provider shall not accept any gratification or reward in any shape except whatever is lawfully due to him by the Service Provider.

**11.27.** In the event of any loss occasioned to the Registrar General, as a result of any lapse on the part of the Service Provider, the said loss shall be liable to be made good by deduction from the dues of the Service Provider.

**11.28.** Any liability including all expenses/fines arising out of any litigation due to any act of omission or commission on the part of Service Provider's personnel shall be borne by the Service Provider.

**11.29. Force Majeure:-**

If at any time during the currency of the contract, either party is subjected to force majeure, which can be in the nature of civil disturbance, riots, tempest, Act of God, etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

**11.30.** If the Service Provider is a joint venture/consortium/group/partnership/company of two or more persons, each of them shall be jointly and severally liable to the Registrar General for the fulfillment of the terms of the contract. Such person shall designate one of them to act as leader with authority to sign. The composition of joint venture/consortium/group/partnership/company shall not be altered without the approval of the Registrar General.

**11.30.1.** In the event the Service Provider or the concerned division of the Service Provider is taken over/bought over by another company/division, all the obligations and liabilities under the agreement with the Registrar General, must stand passed on and transferred for compliance by the transferee company/division in the negotiation for their transfer.

**11.31.** The decision of the Registrar General about levy of fine/penalty or recovery of any amount from the Service Provider shall be final and binding.

**11.32.** The Service Provider shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Service Provider shall submit copies of acknowledgments evidencing filing of periodical returns and shall keep the Registrar General fully indemnified against liability of tax, interest, penalty, etc. of the Service Provider in respect thereof.

**11.33.** The Registrar General while making monthly payment will deduct pro-rata and penalty amount on account of absence of personnel(s), TDS under Income Tax Act, etc. at the prevailing rates, from the dues of the Service Provider.

**11.34. Interpretation of the Contract:-**

If any dispute arises regarding interpretation of the terms of the contract, the decision of the Registrar General in such regard shall prevail and be binding.

**11.35.** Award of the work of conservancy, housekeeping (mechanized) and sanitation services shall not be construed or interpreted as the creation of any agency or partnership between the Registrar General and the Service Provider or relationship being or deemed as created between the Registrar General and any employee/staff of the Service Provider. The relationship between the Registrar General and the Service Provider shall be expressly and completely as per the above terms and conditions and is not open to any further or other construction or interpretation.

**11.36. Dispute Resolution:-**

(a) Any dispute and/or difference arising out of or relating to this contract shall be referred for adjudication to a sole Arbitrator to be appointed by the Registrar General.

(b) The award of the sole Arbitrator so appointed shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act, 1996, as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportion.

(d) During the pendency of the arbitration proceeding and currency of the contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment for the service availed shall continue to be made in terms of the contract. Arbitration proceedings will be held at New Delhi only.



**11.37. JURISDICTION OF COURT:-**

The courts at New Delhi shall have the exclusive jurisdiction to try matters, if any, arising out of the contract between the parties.



**(Sanjay Kapoor)  
Assistant Registrar  
High Court of Delhi,  
New Delhi**

**HIGH COURT OF DELHI AT NEW DELHI**

Tender Notice No. 04/DHC/GA-II/HK/2023-25

**PROFORMA FOR SUBMISSION OF INFORMATION FOR  
EVALUATION OF TECHNICAL BID**

**CONTRACT FOR ENGAGEMENT OF CONSERVANCY,  
HOUSEKEEPING (Mechanized) AND SANITATION SERVICES  
AT HIGH COURT OF DELHI, SHER SHAH ROAD,  
NEW DELHI-110003.**

*Affix Attested  
recent colour P.P. Size  
Photograph of Bidder/  
Authorized  
Representative*

S. No.			Page No. of the supporting documents, enclosed herewith
1.	(a) Name of Bidder  (b) Full Address of Registered Office and Telephone, Fax number and e-mail address  (c) Full Address of Registered Office/Principal Office situated within the NCT of Delhi with Telephone, Fax Number and e-mail address		
2.	Whether Bidder is individual/company/sole proprietary/partnership/joint venture/consortium		
3.	If the Bidder is other than an individual or sole proprietary firm, names of all Directors/partners with their addresses, telephone numbers and e-mail addresses		
4.	Name, Designation, Address, Telephone No. and e-mail address of authorized signatory		
5.	Details of Certificate of Incorporation (Please enclose copy thereof)		
6.	GST Registration No. (Please enclose copy thereof)		
7.	PAN issued by the Income Tax Department (Please enclose copy thereof)		
8.	Employee Provident Fund Account Registration No. (Please enclose copy thereof)		

9.	License No. under Contract Labour (Regulation & Abolition) Act, 1970, if any. (Please enclose copy thereof)		
10.	ISO Certificate - (Number of years) (Please enclose copy thereof)		
11.	SA8000 Certificate (Please enclose copy thereof)		
12.	OHSAS 18001 Certificate (Please enclose copy thereof)		
13.	Any other International Accreditation Certificate (Please enclose copy thereof)		
14.	Number of years in Operation		
15.	Number of Manpower on rolls		
16.	Whether mechanized facilities available		
17.	Whether up to date Income Tax Clearance Certificate available. If yes enclose copies.		
18.	Documents evidencing average financial turnover amounting to minimum Rs. 10,00,00,000/- (Rupees Ten Crore Only) per annum during the last three consecutive Financial years ending March 2023, duly audited by a registered Chartered Accountant along with a certificate stated in clause 8.2.8 of Tender Document.		
19 (a).	Details of successfully completed at least two similar works during last five years in a Govt. Department/PSU/etc. Please enclose experience/ completion certificates indicating:-  (a) the date of completion of the work; (b) the nature of the housekeeping work performed/schedule of work; (c) whether the work has been performed satisfactorily; and (d) there has been no breach.		
19 (b).	Details of successfully completed three similar works each of not less than Rs.5,00,00,000/- (Rs. Five Crore Only) per annum in their own name during the last three years ending 31 <sup>st</sup> March 2023. Please enclose supporting documents.		

19 (c).	Whether copies of TDS Certificates annexed. <b>If yes, please enclose.</b>		
19 (d).	Other experience/clients (Please enclose supporting documents)		
20.	Any other relevant information (Please enclose supporting documents)		

Declaration:

- i) This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in the Notice Inviting Tender and undertake myself/ourselves to abide by the same.
- ii) This is to certify that the information given herein above is true and correct and nothing material has been concealed or withheld therefrom.

(Signature of the Bidder)  
Name and Address with seal

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**HIGH COURT OF DELHI AT NEW DELHI**

Tender Notice No. 04/DHC/GA-II/HK/2023-25

**PROFORMA FOR SUBMISSION OF FINANCIAL BID****CONTRACT FOR ENGAGEMENT OF CONSERVANCY, HOUSEKEEPING  
(Mechanized) AND SANITATION SERVICES AT HIGH COURT OF DELHI,  
SHER SHAH ROAD, NEW DELHI-110003.**

Number of personnel to be provided as per Terms & Conditions of the Notice Inviting Tender is as under:

Housekeepers 298 (Unskilled)

- [not less than (i) 172 male (in first shift) from 7.00 a.m. to 3.00 p.m.;  
(ii) 24 female (in first shift) from 8.00 a.m. to 4.00 p.m.;  
(iii) 14 female (in second shift) from 10.00 a.m. to 6.00 p.m.; and  
(iv) 88 male (in second shift) from 1.00 p.m. to 9.00 p.m.]

Supervisors 25 personnel (semi-skilled) (including 6 female)

Monthly Price for the Contract (to be filled by Bidder): Rs. \_\_\_\_\_  
(Rs. \_\_\_\_\_ Only)

(a) Salary and Wages:

Sl. No.	Designation of Employee	Monthly remuneration per person per month	EPF	Service Charge ( %)	Reliever Charges	Others * (Please Specify)			Service Tax	Total
						1	2	3		
(i)	Supervisor	29,200	1950							
(ii)	Housekeeper	21,700	1950							

Total of (a)(i) x 25 = \_\_\_\_\_

Total of (a)(ii) x 298 = \_\_\_\_\_

Grand Total = \_\_\_\_\_

(b) Cost of Cleaning Materials and other consumables.

(c) Cost of Machinery and Equipment

(d) Taxes, etc. on (b) and (c)

(Signature of the Bidder)  
Name and Address with seal

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Note: Please refer tender document for Terms & Conditions and all the specifications.

\* Please refer to clause 8.4.5. of the Tender Document. If required more column may be added.



## HIGH COURT OF DELHI AT NEW DELHI

Tender Notice No. 04/DHC/GA-II/HK/2023-25

## SCOPE OF WORK

The Service Provider shall provide the sanitation and housekeeping services and shall ensure hygienic atmosphere and clean environment in the High Court of Delhi, New Delhi. Without prejudice to the generality of the above, the duties and responsibilities of the staff provided by the Service Provider shall include the following:-

1. All the covered area including all rooms, corridors, stair-case, associated bathrooms and toilets of Premises (as specified in Annexure-III) on all floors and open areas including roads, lawns, paved areas and terrace including overhead water tanks. Cleaning of floor areas, facade vertical finishes (walls), Roof and False ceilings, Glass areas, doors and attached fixture, windows with attached fixtures and frames, Rolling shutters, railings, mirrors, aluminum grills, pillars, curtains, blinds, slabs, cabinets, almirah with attached fixtures, etc.
2. Washing and cleaning and maintenance of Indoor and Outdoor decorative plants, flowerpots, cleaning and maintenance of lawns.
3. Sanitation of bathrooms and toilets including supply of necessary items like liquid soap, naphthalene balls, room fresheners, air pockets, flush matics, toilet papers etc. to maintain hygienic atmosphere.
4. Cleaning and maintenance of all the drains within the compound of the Premises.
5. Supply of suitable and adequate number of dustbins with garbage bags, cleaning of dustbins and removal/disposal of collected garbage to an approved location, clearance of segregated bio-degradable and non degradable waste as per the prescribed norms for disposal.
6. Cleaning of all equipments available in the rooms including telephone sets and accessories, computers and accessories, furniture, signage boards, notice boards, switchboards, etc. with dusting or wet mopping or vacuum cleaning, as may be necessary.
7. Cleaning of all miscellaneous equipments as available or provided from time to time.
8. Deep cleaning of the entire premises in the morning.
9. Sanitization of entire premises in the evening after leaving of the last officer/official of the High Court by spraying/fogging/fumigation.

**HIGH COURT OF DELHI AT NEW DELHI****Tender Notice No. 04/DHC/GA-II/HK/2023-25****ENTIRE HIGH COURT OF DELHI COMPLEX**

1. Main Building - A-Block including basement; B-Block; New Courts Block including two basements; and Extension Block including basement
2. Administrative Block - Seven storey and two basements
3. 'S' Block - Seven storey and three basements  
Four storey Ancillary Block
4. Lawyers Chambers Block - LCB-I, LCB-II, LCB-III and 'S' Block [including basement(s)] and excluding individual chambers allotted to the Advocates.
5. Delhi High Court Medical and Health Centre Building, including basement.
6. Outer surrounding area of the entire High Court campus including staff/ lawyers parking within the High Court Complex.
7. School Block with adjoining parking (excluding the portion/ area under occupation of Delhi High Court Bar Association & Delhi High Court Bar Clerks Association).
8. Any other work especially assigned either within complex or somewhere else including shifting of racks, almirahs, furniture and any other item.



UNDERTAKING  
(ON A STAMP PAPER OF Rs. 100/-)

**Tender Notice No. 04/DHC/GA-II/HK/2023-25**

To

The Registrar General,  
High Court of Delhi,  
New Delhi

Name of the Bidder \_\_\_\_\_

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document inviting tenders for providing conservancy, housekeeping (mechanized) and sanitation services at High Court of Delhi, Sher Shah Road, New Delhi-110003.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves to abide by the said terms and conditions.
3. I/We hereby confirm that I/we am/are compliant of all statutory requirements viz. the requirements of labour laws including Labour Act, Contract Labour (Regulation & Abolition) Act 1970, EPF Acts, etc. and the directions incidental thereto issued by Government Department from time to time with regard to the personnel engaged by us for housekeeping and sanitation work and I/We undertake the responsibility to furnish details and particulars of manpower deployed by us to the Registrar General and to the Labour department and keep it updated incorporating changes, if any, from time to time and also undertake to keep the Registrar General indemnified against any violations.
4. I/We shall provide trained and experienced sanitation/housekeeping workers with proper supervision.
5. I/We do hereby undertake to indemnify the Registrar General and make good any loss on account of theft, pilferage, damage or cost incurred on account of commission or omission on the part of sanitation staff deployed or machines utilized resulting in injury or damage to any property or individual.
6. It is also certified that M/s. \_\_\_\_\_ has not been black listed on previous occasions by any Departments /Institutions/Local Bodies/Municipalities /Public Sector Undertakings, etc.

(Signature of the Bidder)  
Name and Address of the Bidder  
With seal

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(Refer Clause 10.3 of the Notice Inviting Tenders)  
(To be stamped in accordance with Stamp Act)

1. THIS DEED of guarantee made this day of \_\_\_\_\_ between \_\_\_\_\_ (Name of the Bank) (hereinafter called "the Bank") of the one part and the Registrar General, High Court of Delhi, New Delhi (hereinafter called "the Registrar General") of the other part.
2. WHEREAS the Registrar General has awarded contract for conservancy, housekeeping (mechanized) and sanitation services for Rs. \_\_\_\_\_ (\_\_\_\_\_) to M/s. \_\_\_\_\_ (Name of the Service Provider) (hereinafter called "the Service Provider").
3. AND WHEREAS the Service Provider is bound by the said Contract to submit to the Registrar General a Performance Security for a total amount of Rs. \_\_\_\_\_ (\_\_\_\_\_).
4. NOW, We the Undersigned \_\_\_\_\_ (name and designation of the officer signing the BG) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the Registrar General the full amount of Rs. \_\_\_\_\_ (\_\_\_\_\_) as stated above.
5. After the Service Provider has signed the aforementioned contract with the Registrar General, the Bank is obliged to pay to the Registrar General, any amount upto and inclusive of the aforementioned full amount upon written order from the Registrar General to indemnify the Registrar General for any liability or damage resulting from any defects or shortcomings of the Service Provider or the debts it may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Registrar General immediately on demand without delay and without reference to the Service Provider and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Service Provider. The Bank shall pay to the Registrar General any money so demanded notwithstanding any dispute/disputes raised by the Service Provider in any suit or proceedings pending before any Court, Tribunal or Arbitrator relating thereto and the liability under this guarantee shall be absolute, unequivocal, unconditional and irrevocable.

6. THIS GUARANTEE is valid for a period of 30 months from the date of signing.

7. At any time during the period in which this Guarantee is still valid, if the Registrar General agrees to grant extension to the Service Provider or if the Service Provider fails to discharge his liability or damages or debts as stated under para-5 above, during the extended period it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Registrar General and at the cost of the Service Provider.

8. The Guarantee hereinbefore contained shall not be affected by any change in constitution of the Bank or of the Service Provider.

9. The neglect or forbearance of the Registrar General in enforcement of payment of any money, the payment whereof is intended to be hereby secured or the giving of time by the Registrar General for the payment hereof shall in no way relieve the Bank of its liability under this deed.

10. The expressions "the Registrar General", "the Bank" and "the Service Provider" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (year) being herewith duly authorized.

For and on behalf of The \_\_\_\_\_ Bank

Signature of authorized Bank official

Name \_\_\_\_\_

Designation \_\_\_\_\_

I.D.No. \_\_\_\_\_

Stamp/Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named \_\_\_\_\_ in the presence of:

Witness-1

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Witness-2

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

## HIGH COURT OF DELHI AT NEW DELHI

## FORM OF AGREEMENT

THIS AGREEMENT is made on the \_\_\_\_ (day) \_\_\_\_\_ (Month) of \_\_\_\_ (Year) between the Registrar General, High Court of Delhi, New Delhi (hereinafter called "the Registrar General") through his authorized representative namely Sh. \_\_\_\_\_, which expression shall, unless excluded by or repugnant to the context, be deemed to include his successor in office and assigns of the one part AND \_\_\_\_\_ (Name and address of the Service Provider) (hereinafter called "the Service Provider") through Shri \_\_\_\_\_, the authorized representative, which expression shall, unless excluded by or repugnant to the context, be deemed to include his/their heirs, successors, executors, administrators, representatives and assigns of the other part, under which the Service Provider shall provide uniformed and trained personnel and will use his best endeavors to provide conservancy, housekeeping (mechanized) and sanitation services to the High Court of Delhi, New Delhi for providing a neat and clean environment.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read & construed as part of this Agreement, viz.
  - (a) Detailed Notice Inviting Tender which includes inter-alia, the terms & conditions of the contract;
  - (b) Addenda, if any;
  - (c) Scope of Work;
  - (d) Details of Area to be cleaned;
  - (e) Tender Documents submitted by the Service Provider;
  - (f) Undertaking;
  - (g) Letter communicating Offer of Contract;
  - (h) Letter of Acceptance of Contract;
  - (i) Bank Guarantee;
  - (j) Any other documents forming part of the contract;
3. In consideration of the payments to be made by the Registrar General to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Registrar General to execute and provide conservancy, housekeeping (mechanized) and sanitation services with effect from \_\_\_\_\_ as per the provisions of this Agreement and the tender documents.

4. The Registrar General hereby covenants to pay the Service Provider in consideration of the execution and completion of the works/services as per the provisions of this Agreement and the tender documents, the contract monthly amount of Rs. \_\_\_\_\_(\_\_\_\_\_) being the sum stated in the letter of offer of contract subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written for and on behalf of the Service Provider and for and on behalf of the Registrar General, High Court of Delhi, New Delhi

Signature of authorized representative  
of the Registrar General,  
High Court of Delhi, New Delhi  
with Stamp/Seal

Signature of authorized representative  
of Service Provider  
with Stamp/Seal

Name  
Designation

Name  
Designation

1. Witness  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. \_\_\_\_\_

1. Witness  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. \_\_\_\_\_

2. Witness  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. \_\_\_\_\_

2. Witness  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
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