

**Tender Document for Engagement of Out  
Sourcing Agency  
for Cleaning and Sanitation Work of  
High Court of Orissa  
on Contract Basis**



**THE HIGH COURT OF ORISSA, CUTTACK**

13/05/2015

13.05.2015

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## THE HIGH COURT OF ORISSA, CUTTACK TENDER NOTICE

Bid Reference No. 9218

Date 16/05/2025

Bids in sealed cover are invited under a two-bid system from reputed, well established and financially sound Housekeeping Service Providers for execution of cleaning and sanitation work of High Court Main Building premises and it's surrounding area and Bungalows of the Hon'ble Chief Justice and Hon'ble Judges of High Court of Orissa , Bar Association Hall, Administrative Building, Museum of Justice, Registrar's Complex at C.b.-8, High Court Guest House, Annex Building (G+5), Aain Seva Bhawan (Arbitration and Mediation Centre), High Court Record Room and Digitization Centre, Centre for Judicial Archives and Court's Community Centre (BLISS), Cuttack. The details of the bidding process are as follows.

Sl No.	Bidding schedule	Deadline
1.	Date of issue of Tender Document	17.05.2025
2.	Bid Due Date and Time	12.06.2025 by 05.00 P.M.
3.	Opening of Technical Bids	18.06.2025
4.	Opening of Financial Bids of eligible Bidders	23.06.2025
5.	Likely date for commencement of deployment of Required manpower	01.07.2025

Bidders are required to submit the Technical and Financial Bids separately. The bids in sealed Cover-I containing "**Technical Bid**" and sealed Cover-II containing "**Financial Bid**" should be placed in a third sealed cover super-scribed "**Tender for Providing Housekeeping Service at High Court of Orissa, Cuttack**" must reach the undersigned on or before 5 P.M. of 12.06.2025 by *speed post / registered post / courier* & can also be directly submitted at the Admin. Diary Section of the High Court of Orissa, Cuttack.

The bid documents containing eligibility criteria, scope of work, term and conditions of the tender and draft agreement can be downloaded from the official website of The High Court of Orissa, Cuttack.

Complete address for submission of bid.

The Registrar (Judicial),

The High Court of Orissa, Cuttack

By Order

Sd/- S. R. Pradhan REGISTRAR (JUDICIAL)

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## **Disclaimer and Confidentiality**

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## SECTION-I

### **Instruction to Bidders**

#### **A. General Information:**

1. The High Court of Orissa requires the services of reputed, well established and financially sound Service Providing Agency (SPA) which can competent for providing manpower on outsourcing basis for providing house keeping work such as cleaning and sanitation work of High Court Main Building premises and it's surrounding area and Bungalows of the Hon'ble Chief Justice and Hon'ble Judges of High Court of Orissa , Bar Association Hall, Administrative Building, Museum of Justice, Registrar's Complex at C.b.-8, High Court Guest House, Annex Building (G+5), Aain Seva Bhawan (Arbitration and Mediation Centre), High Court Record Room and Digitization Centre and Court's Community Centre (BLISS) and Centre for Judicial Archives, Cuttack.
2. The period of contract for providing the aforesaid services is for one year and likely to commence from 01.07.2025 and would continue till 30.06.2026. The period of the contract may be further extended subject to satisfactory performance and mutual agreement. The period of contract may be curtailed/ terminated before completion of contract period owing to deficiency in service or sub-standard quality of manpower deployed by the selected Service Provider or because of change in the Court's requirements. The High Court of Orissa, however, reserves the right to terminate the initial contract at any time after giving 30 days notice to the selected Service Provider.
3. The interested bidder may visit the location on any working day between the office hours to have a thorough knowledge of the work to be performed on or before 11.06.2025 prior to the preparation and submission of the bid.
4. The contract for providing housekeeping service shall be terminated if the selected bidder fails to deploy adequately trained experienced and well disciplined housekeeper.
5. The High Court of Orissa presently has a tentative requirement of services to be availed through deployment of **137 (One Hundred thirty seven) nos. of unskilled manpower for housekeeping and 11 (Eleven) nos. of manpower for supervising.** The number of persons may increase or decrease subject to future requirements of the Court.

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## 6. Eligibility Criteria

Sl No.	Eligibility Criteria	Supporting documents to be Furnished along with Technical bid.
1.	<p>The bidder should be registered under appropriate authority such as</p> <ul style="list-style-type: none"> <li>Registered under the companies Act 2013</li> <li>Registered under the Indian partnership Act 1932</li> <li>Registered under the Indian Trusts Act 1882</li> <li>Registered under the societies registration Act 1860</li> <li>Registered under the Limited Liability partnership Act 2008</li> <li>Labour License/Registration under The Contract Labour (Regulation &amp; Control) Act, 1970</li> <li>Registered under GST Act</li> <li>Registered under ESI &amp; EPF Board</li> </ul>	Certificate of Incorporation / Registration
2.	<p>The bidder must have at least <b>five years</b> in business (up to the last date of submission of bid) for providing similar type of services to Court Complexes/ Judicial Academy /Law Universities/Colleges/ Central/ State Government / Autonomous Bodies/ Agencies / Societies/Corporate Sectors)</p> <p>N.B.- The previous satisfactory successful working experience of the intending bidder agencies in the Courts/ Law Universities/ Colleges/Judicial Academy shall be taken into consideration for evaluation of Technical Bid.</p>	Copies of the work order from the previous authorities and letters of appreciation in support of past experience.
3.	The registered office / branch office of the service provider must be located within the jurisdictional area of Odisha.	Valid address proof of the office. Please attach a copy of the electricity bill/land telephone etc.
4	Must have an average annual financial turnover of Rs. <b>05 Crore (Rupees five crore)</b> from housekeeping service business during the last <b>three</b> financial years as on 31.03.2025. (2022-23) (2023-24) (2024-25).	Copies of audited income/Expenditure statement & balance sheet for the concerned Period duly authorized by the C.A.
5	Must have its own bank account in any scheduled bank situated in Odisha.	Copies of the first page of passbook & transaction statement for the last six months.
6	The agency should not have been black listed by any Central / State Govt. or any other public sector undertaking or corporation as on date of this tender.	An undertaking to this effect to be furnished by the bidder as per the prescribed format / proforma.
7	Must not have any pending judicial proceeding for any criminal offence against the proprietor, Director or the persons to be deployed by the service Provider.	An undertaking to this effect to be furnished by the bidder as per the prescribed format / proforma.
8	Other statutory documents.	<p>Copies of</p> <ol style="list-style-type: none"> <li>PAN Card</li> <li>GSTIN</li> <li>Copies of EPF &amp; ESI Registration Certificate</li> <li>IT returns for the last 3 Assessment years.</li> </ol>

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#### **A. Submission of Bid**

The proposal complete in all respects as specified must be accompanied with a Non- Refundable amount of **Rs. 1,000/- (One Thousand) Only** towards Bid Processing Fee & Earnest Money Deposit (EMD) of **Rs10,54,731.23/-(Rupees ten lakh fifty four thousand seven hundred thirty one and twenty three paisa) only** in favour of The Registrar(Judicial), The High Court of Orissa, in shape of Demand Draft drawn in any **Nationalized Bank** failing which the bid will be out rightly rejected. The bid should be sent through speed post / registered post / courier & can also be directly submitted at the Admin Diary Section of the High Court of Orissa, Cuttack by **12.06.2025 up to 05.00 P.M.**

The authority will not be responsible for any postal delay. Bids without bid processing fee and EMD shall be rejected. Bids submitted after the due date will be summarily rejected. The EMD of unsuccessful bidders will be refunded without interest after the award of Contract.

In case of claim of any Exemption, Valid Certificate showing the availability of exemption recorded on it must be enclosed.

The bid has been invited under two bid systems i.e. Technical Bid & Financial Bid. The bidders will submit two separate envelopes super scribing for **Technical Bid** and another for **Financial Bid**. Both sealed envelopes must be kept in a third sealed envelope super scribing "**Tender for Providing Housekeeping Service at High Court of Orissa, Cuttack**".

Selected bidder will have to deposit a performance security i.e. **10%** of the contract value within seven working days of the award of contract in the form of Bank Guarantee from any Scheduled Bank situated in Odisha in favour of The Registrar (Judicial), High Court of Orissa, Cuttack as **per proforma provided in the tender document** for a period of Two months beyond the contract period ( i.e The performance bank guarantee must be valid from the date of effectiveness of the contract to a period of two months beyond the period of contract).

Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the performance bank guarantee. The performance bank guarantee shall be released immediately after two months of expiry of the contract provided that there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the performance bank guarantee. In case the contract is further extended beyond the initial contract period, the bank guarantee will have to be renewed accordingly by the selected service provider as per the existing terms & conditions of the tender.

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## **B. List of Documents for submission**

### **Bidders are required to furnish the following documents along with the Technical Bid:**

- 1) Covering letter along with power of attorney on the bidder's letter head.
  - 2) Demand draft in support of Bid processing fee as applicable.
  - 3) Demand draft in support of EMD as applicable.
  - 4) Copy of certificate of incorporation of the firm / agency.
  - 5) Copy of PAN/Aadhar/GIR
  - 6) Copy of Registration under GST Act
  - 7) Copies of IT return for the last three assessment years.
  - 8) Copies of EPF & ESI registration number
  - 9) Copy of valid labour licence.
  - 10) Copy of Bank Account Statement of the Agency for the last Six Months
  - 11) Copies of the Income / Expenditure statements along with the balance sheet for the last 3 years.
  - 12) Copies of the work orders from the previous organizations for providing services during the last five years.
  - 13) Undertaking regarding non-black listing (on stamp paper)
  - 14) Undertaking regarding non-pending of any judicial proceedings (on bidders letter head)
  - 15) Copy of Valid address proof of the office like copy of the electricity bill/land telephone etc.
  - 16) Copy of Valid Certificate for exemption in EMD & Performance Security (If any).
1. Any deviation from the prescribed procedures / required information / formats / conditions shall result in outright rejection of the bid. Any conditional bid shall be outrightly rejected.
  2. All entries along with the pages in the bid document should be legible, filled in clearly and signed by the authorized representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory should be attached.
  3. The Technical bids shall be opened on the scheduled date and time **at 11.00 A.M on 18.06.2025** in the New Conference Hall of the old building of High Court of Orissa in presence of the Selection Committee and the representatives of the Service Providing Agency, if any, who wish to be present on the spot at the time of opening of the Bids.

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4. The Performance Security shall be forfeited if the successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the bid.
5. The bid shall be valid for a period of 90 days from the date of opening of the bids and no request for any variation in quoted rates and / withdrawal of bids on any ground by the bidder shall be entertained. Validity of the bids can be extended on mutual consent.
6. To assist in the analysis, evaluation and computation of bids, the authority may ask the bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
7. The bidder having the lowest evaluated financial bid (L-1) would be considered for award of the contract subject to fulfillment of the terms & conditions of the bid documents. In case the lowest bidder is disqualified after selection for any reason, then negotiation will be made with the second lowest (L- 2) bidder for award of contract at L-1 price. If the negotiation with L-2 bidder fails, the Authority shall cancel the bidding process and re-invite the bids for the assignment. If more than one bidder is ranked L-1 or multiple L-1 bidders have quoted the same price, the selection amongst the L-1 bidders will be made through transparent lottery system.
8. The quoted rates shall not be less than the Minimum Wages fixed /notified by the Govt. of Odisha and shall also include all statutory obligations.
9. The service provider shall be liable for all kinds of dues payable in respect of manpower deployed / provided under the contract and the authority shall not be liable for any dues for availing the service of the manpower.
10. The Financial Bid of only those bidders will be opened who would be found successful in the Technical Bid. The Financial bids shall be opened at **11.00 A.M on 23.06.2025**, in the New Conference Hall of the old building of High Court of Orissa in presence of the Selection Committee and the representatives of the SPA, if any, who wish to be present on the spot at the time of opening of the Bids.
11. The Competent Authority of the High Court of Orissa reserves the right to annul all bids without assigning any reason.

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## SECTION-II

### SCOPE OF THE WORK

- i. The High Court of Orissa requires the services of reputed, well established and financially sound SPA which can provide competent manpower on outsourced basis for house keeping work such as cleaning and sanitation work of High Court Main Building premises and it's surrounding area and Bungalows of the Hon'ble Chief Justice and Hon'ble Judges of High Court of Orissa , Bar Association Hall, Administrative Building, Museum of Justice, Registrar's Complex at C.B.-8, High Court Guest House, Annex Building (G+5), Aain Seva Bhawan (Arbitration and Mediation Centre), High Court Record Room and Digitization Centre and Court's Community Centre (BLISS) and Centre for Judicial Archives, Cuttack. The SPA shall provide housekeeping services by deploying adequately trained experienced and well disciplined housekeeper.
2. (A) The outsourced manpower so deployed shall
  - i. Perform routine cleaning of the internal and external areas to meet the required service standard.
  - ii. Undertake cleanliness of all common spaces and space inside the location within Project Facility.
  - iii. Perform cleaning and upkeep of exhibits and artifacts, IT & AV equipment's in the project facility as per the directions in Manuals / as per directions of representative of Client.
  - iv. Perform periodic cleaning of glass facades, structure at entrance plaza, external claddings etc. at all heights (internally and externally).
  - v. Provide additional housekeeping services as and when required.
  - vi. Be required to deploy equipments for cleaning and shall be responsible for maintaining these at all time. All costs for purchase/repair/spares/ maintenance etc. for these equipments shall be borne by the out sourcing agency.
  - vii. Be responsible for the safekeeping of these equipments at the project facility and shall not take out these equipments any time during the term of contract other than for repairs. In case such repairs take more than a week, service provider shall arrange to provide alternate equipment for the Project Facility.
  - viii. Adopt a proactive approach to the delivery of this Service. As such, they are required to report immediately any defects, deterioration, or damage to the property at Project Facility as soon as they become aware of such defects in the course of their duties under this Contract.
  - ix. Undertake dusting / cleaning of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans etc. to remove debris, stains,

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cobwebs and marks.

- x. Clean the stairs including treads, risers, nosing, banisters, balustrades, handrails, ledges and protective wire guards where present must be free from dust, debris, stains and marks.
- xi. Be polishing / vacuum cleaning / cleaning of floors, carpets, carpet tiles, mats and mat wells and ensure the same must be free from grit, dust and debris with no apparent stains. They must be clean and dry. All carpeted areas are to be cleaned by the manufactures recommended methods and recommended intervals.
- xii. Clean all water tanks and disinfects specially before start of rainy season and as instructed by Client.
- xiii. Be doing regular cleaning of storm water drain, manholes, sewage lines etc. for removal of any blockages.
- xiv. Have the responsibility for proper maintenance of the entrances, service areas, parking areas, paving, paths, roads, grounds amphitheatres, courtyard sand, outside premises so that no graffiti, debris, litter cigarette ends, dirt or spillages are apparent after cleaning.
- xv. Clean the server Room, Control Room etc. which must be kept free from dust, static electricity and be left clinically clean.
- xvi. See the sticky substances like chewing gum got removed before any cleaning procedure is carried out using an appropriate cleaning technique and chewing gum remover.
- xvii. Expected to be more careful when staff/visitors are still on the premises. Wet floors should be sign- posted. Trailing cables and open sockets should be made safe.
- xviii. All cleaning methods used must be of a sufficient quality to meet these standards and to maintain any guarantees on the floor covering.
- xix. Get proper care of stainless steel surfaces and those must be treated with an appropriate cleaning and polishing agent.
- xx. Work in such a manner so that no inconvenience is caused to anyone in carrying out their regular operation.
- xxi. Thoroughly clean all landings, ramps, stairwells, fire exits, steps, entrances, porches, porticos, balconies, external light fittings etc.
- xxii. Wipe all ledges and surfaces with a natural detergent and cloth, spot clean and remove all obvious stains. All should be free from dust and stains.
- xxiii. Clean pavements existial in the entire premises so as to maintain a dust free environment.
- xxiv. Provide house-keeping service in the building which will include maintenance by keeping the entire areas mentioned above in totally clean, dust free and hygienic conditions. Particular care shall be taken to ensure that all the floor, walls, ceilings, windows, doors, and other areas

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are maintained in hygienic & immaculately clean condition.

xxv. Sweep all the floor areas, including damp mopping of areas such as tiles, staircases elevator floors, sidewalls & entrance areas. Floors shall be free of dirt, mud, footprints, liquid spills & other debris. During inclement weather conditions the frequency may be higher than once per day. When completed the floors shall have a uniform appearance with no streaks, smears, swirl marks, detergents, residues or any evidence of remaining dirt or standing water. After sweeping all the tiles floors, area must be scrubbed clean.

xxvi. Mechanical sweeping equipment shall be used for sweeping of compounds daily.

xxvii. Wet Floor scrubbing machine for granite / marble floors in the internal lobbies should be used weekly.

xxviii. Jet pressure machine for cleaning of the compounds/car parks shall be used weekly.

xxix. Manage collection, screening/ segregation of dry and wet garbage in the earmarked area and efficient transport and disposal of the garbage in the disposal area. The work should be carried out in an eco-friendly manner. The service provider shall arrange for required resources, including manpower, machinery, disposal bags, bins etc. And shall also ensure that the garbage collection and disposal work do not adversely affect the surroundings or manpower deputed for the work.

(B) The outsourced manpower deployed shall also be responsible for cleaning of toilets including

i. All sanitary ware including sinks, wash hand basins, WC bowls, seats, covers, hinges, tops, undersides, rims, taps, overflows, outlets, chains, plugs, urinals, brushes, toilet roll holders, tiled surfaces, splash backs, and vanity units must be free from scum, grease, hair, scale, dust, soil, spillages and removable stains. In addition, the surfaces should be disinfected.

ii. For cleaning of floors with the same standard as other building floors. In addition, there should be no evidence of scum, grease, hair, and scale and the floors must be disinfected.

iii. For soap dispensers to be filled, operating correctly with clean nozzles, the external surfaces must be clean dry and free from smears.

iv. For all toilets be kept fully stocked with supplies and should be made available at all times.

v. For dispensers remain be clean, dry and free from dust, marks and smears with clean towels fitted. Hot air dryers must be clean, dry and free from dust, marks and smears.

3. The service provider shall keep the Court Officer-cum-Assistant Registrar of the High Court of Orissa informed of all the matters relating to cleaning and sanitation and co-operate all times.

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## **II. Waste Management**

- i. Bins must be emptied, cleaned and dried inside and out, bin-liners replaced where necessary and placed in their original locations. Liners must be used at all times.
- ii. Service Provider Agency shall Collect the garbage from the garbage collection point and segregate the waste in recyclable and non-recyclable type and shall ensure proper disposal of waste outside the premises as per the standards and directions provided by Competent Client
- iii. Service Provider Agency shall be responsible for arranging the transport and in consultation with Client, shall identify the area / frequency for garbage disposal. Proper waste disposal system shall be adopted and collection points shall be defined.
- iv. Waste management methodology shall comply with the guidelines as laid down in applicable Waste Management Rules of Central / State Government and Local Authorities.

### **Indicative list of Housekeeping Tools/Equipments to be deployed by the SPA**

Sl.No.	Name of Tools/Equipments
1.	Commercial vacuum cleaner
2.	High pressure jet cleaning machine
3.	Puzzy machine to clean chairs and sofas
4.	Floor scrubber/Polishing machine
5.	Wringer Mop trolley
6.	Fork Lift
7.	Road sweeping machine
8.	Telescoping ladder
9.	Equipment for cleaning facades of high rise buildings

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### **List of Consumables to be used**

The tentative list of the consumables to be used at facility is as below. The Agency shall use consumables of the reputed brands as per the requirement and direction of the Client.

The tentative list of consumables are as follows:

- i. Phenyl (to be used for housekeeping/cleaning)
- ii. Room Spray (Premium)
- iii. Auto Spray- Air Refresher
- iv. Naphthalene Balls
- v. Sodium Hypochlorite
- vi. Brasso
- vii. (Bathroom Cleaner)
- viii. (Glass Cleaner/Colin)
- ix. (Furniture Cleaner)
- x. R6 (Toilet Cleaner)
- xi. D-7 (Stainless Steel Polish)
- xii. Bleaching Powder
- xiii. Garbage Bag
- xiv. Hit/ Kala Hit/Baygon/ Mortin Spray
- xv. Binliners
- xvi. Odonil
- xvii. Urinal Cubes
- xviii. Hand Wash Liquid
- xix. Toilet Roll Paper
- xx. Tissue Box – premier for cabin use
- xxi. Hand Towel-Tissue Paper-C- Fold
- xxii. Dettol Antiseptic
- xxiii. Lizel
- xxiv. Scotch Bright
- xxv. Wiper
- xxvi. Paper Glass
- xxvii. Straw Brooms
- xxviii. Easy Broom Refill
- xxix. Flower Broom
- xxx. Soap
- xxxi. Toilet Brush
- xxxii. Harpic
- xxxiii. Air wick machine with refill
- xxxiv. Bucket & Mug

Note: The lists shown are not exhaustive lists and the bidder if required, may add based on their assessment of work.

***The Bidder shall procure all related consumables like toiletries and housekeeping consumables etc. as per requirement and the cost of the same shall be reimbursed on production of tax invoice by the Bidder which would be over and above the wage and related statutory components.***

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## Housekeeping & Sanitation Service

Daily Services:

SL No.	Service Level Requirement	Min Requirement	Non-Compliance Limit	Penalty Rate (INR)
1	Routine housekeeping (inc. cleaning services as per the scope of work) of all the premises in the project facility (excluding licensed spaces).	2 Times/Day	1 Day	500/Day
2	During any special events/exhibitions in the project facility the housekeeping (sweeping, wet mopping, dusting etc.) of all the premises in connected amenities where the event/exhibition is organized.	4 Times/Day	1 Day	500/Day
3	Cleaning of Toilets as per defined scope of work	4 Times/Day	1 Day	500/Day
4	Cleaning of Chamber Toilets should be completed before 9 A.M. everyday	1 Time / Day	1 Day	500/Day
5	Cleaning of dustbins/waste bins and disposing the same up to the main container or garbage collection point.	2 Times /Day	Compulsory	1000 / Day
6	Collecting of garbage from the garbage collection point. Thereafter, segregation of waste & disposing off the same outside the premises per applicable guidelines /rules of the local Client.  Should be completed before 9 A.M. every day.	Once / Day	Compulsory	1000 / Day
7	Dusting/cleaning in the project facility (excluding licensed spaces) of all furniture, sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans, AV equipment, workstations along with computers and their accessories like printers, monitors, keyboards, fax machine and photocopiers etc., telephone instrument etc.	2 Times/Day	1 Day	500/Day
8	Cleaning of windows from inside & outside in office, passages and corridors and all glass facade outside all round the building on ground floor.	Once / Day	Compulsory	1000 / Day
9	Sweeping, wet mopping, dusting of stairs (including terrace & ground to basements), External Stairs, Exhibits & Artifacts, Drive way and compound area.	Once / Day	Compulsory	1000 / Day

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### Regular Maintenance Services

SL No.	Service Level Requirement	Min Requirement	Non-Compliance Limit	Penalty Rate (INR)
1	Cleaning of external surface Including glass façade, external building surface, structure at entrance plaza at all heights.	Once a month	1 Day	500/Day
2	Shampoo Cleaning of all carpets, sofas, chairs	As per Manufacturer recommended methods and intervals	Compulsory	500/Day

### Drain and Sewage System

SL No.	Service Level Requirement	Min Requirement	Non-Compliance Limit	Penalty Rate (INR)
1	Cleaning of Drain properly including removing of mud, soil etc.	1 time / week	1 Day	1000 / Day

### Pest Control

SL No.	Service Level Requirement	Min Requirement	Non-Compliance Limit	Penalty Rate (INR)
1	Disinfection treatment	1 time / Fortnight	1 Day	1000 / Day
2	Rodent control	1 time / Month	1 Day	1000 / on repeated non-compliance
3	Fly control		1 Day	
4	Mosquito	1 time / Fortnight	1 Day	

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### SECTION-III

#### GENERAL TERMS & CONDITIONS

1. The Agreement shall commence from **01.07.2025** and shall continue till **30.06.2026** unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of security service provided, breach of contract etc. or change in requirements. The Agreement shall automatically **expire on 30.06.2026** unless extended further by the mutual consent of the SPA and Authority.
2. The Agreement may be extended, on the same terms and conditions or with some additions/deletions/modifications, for a further specific period mutually agreed upon by the SPA and Authority.
3. The High Court of Orissa presently has a tentative requirement of services to be availed through deployment of **137 (One Hundred thirty seven) nos. of unskilled manpower for housekeeping and 11 (Eleven) nos. of manpower for supervising**. The requirement of the High Court may further increase or decrease, even during the period of initial contract and the agency would have to provide additional cleaning services, if required, on the same terms and conditions.
4. For all intents & purposes, the Service Provider Agency shall be the Employer within the meaning of different Rules & Acts in respect of persons deployed. The persons deployed by the Service Provider Agency shall not have any claim whatsoever like employer and employee relationship against the authority under this agreement. The Service Provider Agency shall make them known about their position in writing before deployment under the required service.
5. The Service Provider Agency must employ manpower as per the criteria given in the tender schedule. **Service Provider Agency must employ women house keeper** but employment of child labour will lead to the termination of the contract. The manpower to be employed should be physically sound to perform the duties.
6. The Service Provider Agency shall be responsible for the overall performance of the manpower deployed. The authority shall not be responsible for any financial loss or any injury to any person deployed by the service provider in the course of their performing the functions / duties or payment towards any compensation.
7. The Service Provider Agency shall exercise adequate supervision to ensure performance of housekeeping manpower deployed to provide the services in accordance with the requirements. The Service Provider Agency shall depute eleven nos. of Supervisor to supervise the work, and also overall management of the services to be rendered at the office of the authority.
8. The bidder should have adequate number of essential equipments for mechanized cleaning). Ownership documents of machines to that effect be enclosed in the Technical Bid.

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9. The Service Provider Agency shall be solely responsible for compliance to the provisions of various labour & Industrial laws, such as wages, allowances, compensation, EPF, ESI, Bonus, and Gratuity etc, relating to manpower to be deployed by it at the authority's location.
10. Service Provider Agency shall maintain complete official records of disbursement of wages showing details of all supporting documents such as ESI, EPF etc, in respect of manpower deployed for the purpose. The receipts/ documentary evidences in support of deposit of ESI, EPF and GST for a month must be embossed with the bill of the reimbursement of wage / remuneration of subsequent month failing which the reimbursement claims shall not be entertained.
11. Service Provider Agency shall maintain manpower file in respect of all the staff who are deployed in the office of the authority. The manpower file should contain the data like Name, address, date of birth, sex, residential address (temporary/permanent), Bank Account, EPF/ESI, etc.
12. The outsourced manpower deployed by the Service Provider Agency should not have any adverse police records/ criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. An undertaking to this effect must be provided by the Service Provider Agency prior to signing of the agreement.
13. The Service Provider Agency will also ensure that the outsourced manpower deployed are medically fit and will keep a record of their medical fitness. The Service Provider Agency shall withdraw such manpower who are not found suitable by this office for any reasons immediately on receipt of such a request.
14. The Service Provider Agency shall ensure that the outsourced manpower deployed by it are disciplined and do not participate in any activity detrimental to the interest of the authority.
15. The Service Provider Agency shall provide uniform along with photo ID card to its manpower deployed at site at its own cost.
16. The deployed outsourced manpower should be of minimum 21 years of age and not exceeding 45 years of age.
17. The authority shall not be liable for any compensation in case of any fatal injury/death caused to any manpower while performing/discharging their duties/for inspection or otherwise.
18. In case of any theft or pilferages, loss or other offences, the Service Provider Agency shall investigate on its own and submit the report to the authority and maintain liaisoning with the police. FIR will be lodged by the authority, wherever necessary. If needed joint inquiry comprising of both parties shall be conducted and responsibility shall be fixed as

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per the enquiry report.

19. In case of any loss caused to the Authority due to lapse on the part of the manpower discharging duties, the same shall be borne by the Service Provider Agency. Authority shall have the right to deduct an appropriate amount from the bill of the service provider. In case of frequent lapses on the part of the manpower deployed by the service provider, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.
20. In the event of any manpower being on leave / absent, the Service Provider Agency shall ensure suitable alternative arrangements to make up for such absence. If a person leaves the job for any reason, the Service Provider Agency shall be liable to provide the suitable replacement within 3 working days. The Authority will not pay an extra charge for the substitute.
21. The housekeeping manpower shall be deployed in 2 shifts at different places of High Court of Orissa as per requirement.
22. There would be no increase in rates payable to the Service Provider Agency during the contract period. However, the wages of the employees may be enhanced taking into account the escalation of Labour Charges by the State Government. The Service Provider Agency will be responsible for deposit of EPF, ESI, GST and other statutory dues as applicable from time to time and submit the proof of deposit to authority for records.
23. The Service Provider Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights & liabilities under this Agreement to any other agency or organization. Subcontracting is not allowed under this agreement.
24. The Service Provider Agency shall raise the bill along with attendance sheet duly verified by the officer concerned in respect of the persons deployed and submit the same to the prescribed authority.
25. The services provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the officer concerned in respect of the manpower deployed and submit the same to the prescribed authority in the first week of the succeeding month. The payment will be released by the 2<sup>nd</sup> week of the succeeding month.
26. The Service Provider Agency will have to deposit the wages of the deployed housekeeping manpower for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.
27. In case of delay in providing required replacement, the amount of penalty calculated at the rate of 1% of the annual contract value per week on account of delay, shall be deducted from the monthly bills in the succeeding month.
28. In case of dispute resolution relating to rights / liabilities arising out of the agreement, the same shall be disposed off at the level of Administrative Departments.
29. The engagement of the housekeeping manpower shall be purely on outsourced basis. The Service Provider Agency shall at all times make it absolutely clear to the engaged outsourced manpower about it. Any outsourced housekeeping manpower deployed can be

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removed any time by giving notice to the Service Provider Agency.

30. The manpower deployed by the Service Provider Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the continuance or expiry of the Agreement.
31. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Service Provider Agency shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
32. The manpower deployed shall not claim any benefit or compensation or absorption or regularization of deployment with the office. Undertaking from the person deployed to this effect shall be required to be submitted by the Service Provider Agency at the time of commencement of such deployment.
33. In the event of failure of Service Provider Agency to provide Services as per the terms and conditions of the agreement, the Performance Security shall be forfeited. Any violation of instructions / agreement or suppression of facts will attract termination of contract with one month prior notice to the Service Provider.
34. The Service Provider Agency should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the authority.
35. The authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
36. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the Registrar to be nominated by the Authority, High Court of Orissa for his decision and his decision shall be binding on all parties.
37. All disputes shall be brought under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.
38. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wage etc and any other amount due to the Service Provider Agency will be recovered by forfeiture of performance security.
39. In case of claim for any Exemption, Valid Certificate with the availability of exemption recorded on it must be submitted.
40. In case the Service Provider Agency fails to comply with any liability under appropriate law and as a result thereof, the High Court is put to any loss/obligation, monetary or otherwise, the High Court will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Housekeeping Service Provider, to the extent of the loss or obligation in monetary terms.
41. The Technical Bid should be accompanied with Bid Security (EMD), failing which the tender shall be rejected outrightly.
42. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of manpower deployed and non-payment of statutory dues. The Authority will have no liability towards non-payment

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of remuneration to the persons deployed by the Service Provider Agency and the outstanding statutory dues of the Service Provider Agency to concerned authorities.

43. The Service Provider Agency will be bound by the details furnished to the authority while submitting the tender or at any subsequent stage. Mis-representation of documents/ Information shall lead to termination of agreement.
44. The successful bidder will have to enter into an agreement with the High Court for engagement of suitable outsourced housekeeping manpower as per requirement of the High Court on the above terms and conditions.

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#### **SECTION-IV**

#### **DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID**

1. Application - Technical Bid,
2. Self-Attested Copy of Registration of Agency,
3. Demand Draft of in support of Bid processing Fee,
4. Demand Draft of in support of EMD,
5. Self-Attested copy of the statement of Bank Account of the Agency for the last Six Months,
6. Self-Attested copy of Aadhar/PAN/GIR Card,
7. Self-Attested copy of GSTIN registration certificate,
8. Self-Attested copy of the latest IT return filed by agency for last 3 years,
9. Self-Attested copy of the E.P.F. registration letter / certificate,
10. Self-Attested copy of the E.S.I registration letter / certificate,
11. Self-Attested Copy of valid labour licence.
12. Self-Attested documents in support of the financial turnover of last three years duly certified by the C.A.
13. Self-Attested documents in support of entries in Technical Bid application
14. Authorization Certificate/ power of attorney of Agency
15. Copy of the document showing at least three years" experience in providing security service to Courts / Tribunals / Government Department, Public Sector Companies/Banks, etc.
16. Self-declaration that the agency is having no criminal antecedent/ no previous unsatisfactory service report/ previously not black listed by any organization.
17. Self-Attested Copy of Valid address proof of the office like copy of the electricity bill/land telephone etc.
18. Self-Attested Copy of Valid Certificate for exemption in EMD & Performance Security (If any),
19. Copy of the terms and conditions at pages in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

*[Signature]*  
13/05/2015

*[Signature]*  
13.05.2015

*[Signature]*  
13/05/2015



**SECTION-V**

**TECHNICAL BID**

**COVERING LETTER**

(BIDDER LETTER HEAD)

[Location, Date]

**To**

**The Registrar(Judicial),  
High Court of Orissa, Cuttack,753002**

**Sub: Tender for Engagement of Service Provider Agency to provide/ engage competent outsourced manpower for Cleaning and Sanitation Work of High Court of Orissa on Contract Basis**

Dear Sir,

I, The Undersigned, offer to participate in the tender process to provide Housekeeping Service in accordance with your Tender Notice No: \_\_\_\_\_, Dated \_\_\_\_\_. We are hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes.

I hereby declare that all the information and statements provided in the technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to 90 days and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I, hereby unconditionally undertake to accept all the terms and conditions as stipulated in the Tender document. In case any provision of this tender is found violated, then your office shall have the right to reject our proposal including forfeiture of the earnest money deposit absolutely.

I remain.

Designation -

Yours faithfully,

Address of the Bidder -

Authorized Signatory

With Date & Seal

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**APPLICATION-TECHNICAL BID**

1.	Name of the Bidder	
2.	Details of Bid Processing Fee : (Demand Draft Details)	DD No.: Date: Amount: Drawn on Bank
3.	Earnest Money Deposit (Demand Draft Details)	DD No.: Date: Amount: Drawn on Bank
4.	Name of the Director	
5.	Full Address of Registered Office.	Postal Address:  Telephone Number. FAX No.: E-mail Address:
6.	Name & telephone number of the authorized person signing the bid	Name and Designation:  Mobile Number
7.	Bank Name	Account Number: Bank and Branch Name: IFSC Code
8.	PAN No. (Attach self attested copy)	
9.	GSTIN (Attach self attested copy.)	
10.	E.P.F Registration No. (Attach self attested copy)	
11.	E.S.I Registration No. (Attach self attested copy)	
12.	Labour License No. (Attach self attested copy)	
13.	Acceptance to all the terms & conditions of the tender (Yes/No).	
14.	Power of Attorney / authorization letter for signing the of bid documents	

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15.	Please submit an undertaking that no criminal case is pending with the police at the time of submission of bid	
16.	Kindly mention the total number of pages in the tender document.	

17. Financial turnover of the Housekeeping Service Provider for the last 3(three) Financial Year:		
Financial Year	Amount in Crore	Remarks if any
2022-23		
2023-24		
2024-25		

18. Give details of the similar contracts handled by the tendering Housekeeping Service Provider during the last three years in the following format (if the space provided is insufficient, a separatesheet may be attached) :						
Sl. No.	Name of client, address, telephone & Fax. No.	Housekeeping services provided		Contract amount (In INR)	Duration of Contract	
		Type of Housekeeping Service provided	No.		From	To
19. Additional information, if any (Attach separate sheet, if required)						

Date:

Signature of Authorized Person with Seal

Place

Full Name-

Mobile No.-

e-mail.ID-

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## **DECLARATION**

1. I, \_\_\_\_\_ Son/Daughter/Wife of Shri \_\_\_\_\_ Proprietor/  
Partner/ Director/ authorized signatory of the service provider, mentioned above, and competent to  
sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and undertaken to  
abide by them.
3. The information/documents furnished along with the above application are true and authentic to  
the best of my knowledge and belief. I/we am/are well aware of the fact that furnishing any false  
information/fabricated document would lead to rejection of my tender at any stage besides  
liabilities towards prosecution under appropriate law.

**(Signature of Authorized Person with seal)**

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

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

**Enclosures:**

- Bid Processing Fee in the form Demand Draft in original,
- EMD in the form of Demand Draft in original,
- Copy of tender document (each page must be signed and sealed),
- Duly filled Technical Bid & Financial Bid.
- List of Documents as applicable.

*P*  
13/05/2025

*H.T*  
13.05.2025

*Singh*  
13/05/25

### UNDERTAKING

**[On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding non-blacklisting]**

I, hereby undertake that, our organization has not been blacklisted / debarred by any of the Central / State Government Department / Office or by any Public Sector undertaking (PSUs) and not blacklisted by any authority during the recent past.

**Yours sincerely,**

**Authorized Signature**

**Name and Designation of the Signatory:**

**Name of the Bidder and Address:**

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### UNDERTAKING

**[On the Bidder's Letter Head regarding not have any pending judicial proceedings for any criminal offences]**

I, hereby undertake that there is no criminal case pending in any Court of law against our company or against the Proprietor / Director / Persons to be deployed by our company.

I / we further certify that Proprietor / Director / Persons to be deployed by our company of my company have not been convicted of any offence in any Court in India during the recent past. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely

Authorized Signature

**Name and Designation of the Signatory:Name of**

**the Bidder and Address:**

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## **Power of Attorney**

**(On Bidders Letter Head)**

I, \_\_\_\_\_, the \_\_\_\_\_ of (Name of the Agency) in witness whereof certify that <Name of The Person> is authorised to execute the attorney on behalf of <Name of The Organisation>, <Designation of The Person> of the company acting for and on behalf of the company under the authority conferred by the <Notification/Authority Order No.> Dated. < date of reference> has signed this power of attorney at <Place> on this day of <Day><Month><Year>.

The signature of <Name of The Person> in whose favour attorney is being made under the attorney given below are hereby certified.

**Name of the Authorized Representative:**

\_\_\_\_\_  
(Signature of the Authorized Representative with Date)

**CERTIFIED:**

**Signature, Name & Designation of person**

**executing attorney: Address of Bidder:**

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## TECHNICAL BID EVALUATION

Technical evaluation of the bids will be done to determine whether the bids complied to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Bids qualified at the technical evaluation stage, will be considered for opening of the financial bids. The financial bids shall be opened in the presence of the tender committee and bidders' representatives who choose to attend. **Least Cost Selection Method** will be followed during the tender process to determine the selected bidder. The tender inviting authority will award the contract to the bidder whose bid has been determined as the **lowest and competitive evaluated bid price**.

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**SECTION-VI**  
**FINANCIAL BID**  
**COVERING LETTER**

**(BIDDER LETTER HEAD**

**(LOCATION, DATE)**

To  
The Registrar (Judicial),  
High Court of Orissa, Cuttack, 753002

**Sub: Tender for Engagement of Out Sourcing Agency for Cleaning and  
Sanitation Work of High Court of Orissa on Contract Basis**

Sir,

I, the undersigned, offer to provide the services for 137 (one hundred thirty seven) nos. of Housekeeper and eleven nos. of Housekeeping Supervisor on contract basis in accordance with your Tender No.-----Dated-----. Our attached financial price is [Insert amount (s) in words and figures] for the proposed service. This amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms & conditions as stipulated in the tender document. Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of **90 days**. I have carefully read and understood the terms and conditions of the tender to provide the services accordingly. I understand that you are not bound to accept any proposal you receive. I remain,

Yours faithfully,

**Name and Designation of Signatory with Date and Seal:**

Authorized Signatory

[In full and initials]

**Address of the Bidder:**

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APPLICATION - FINANCIAL BID				
FOR PROVIDING SERVICES THROUGH DEPLYMENT OF 137 NOS. OF UNSKILLED MANPOWER FOR HOUSEKEEPING & 11 NOS. OF SEMISKILLED MANPOWER FOR SUPERVISING AT HIGH COURT OF ORISSA, CUTTACK				
Name of the Housekeeping Service Provider:				
	Rate per month per person for unskilled manpower	Rate per month per person for semiskilled manpower	Rate for 137 unskilled manpower	Rate for 11 semiskilled housekeeping manpower
Wages				
E.P.F				
E.S.I.				
Service Charge				
GST				
	<b>Total</b>	<b>Total</b>	<b>Total</b>	<b>Total</b>
Total Charges for 148 housekeeping manpower for one year				

**Date:**

**Signature of authorized person with seal**

**Place:**

**Full Name:**

**Teleph1one No/Mobile No.:**

**e-mail ID:**

Notes :

1. The total rates quoted by the Service Provider should be inclusive of all statutory tax liabilities in force at the time of entering into contract.
2. The minimum service charge to be quoted by the firm/agency shall not be less than 3.85% or exceed 7% in any case as per office memorandum No. 19595/F dated 11.07.2023 of Finance Department, Govt. of Odisha.

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**SECTION - VII**  
**BID SUBMISSION CHECK LIST**

Description	Submitted (Yes/No)	Page No.
TECHNICAL BID (ORIGINAL)		
Covering Letter in Bidders Letter Head		
Bid Processing Fee		
EMD		
Copy of Incorporation / Registration Certificate of the Bidder		
Copy of PAN/ Aadhar/GIR card		
Copy of GSTIN		
Copies of Income Tax Clearance Certificate for the last three Assessment years		
Copy of Valid EPF & ESI certificate		
Copy of valid labour license		
TECHNICAL BID duly filled in		
Financial details of the bidder along with all the supportive documents showing Annual Turn over for the last 3 years.		
Power of Attorney in favour of the person signing the bid on behalf of the bidder.		
List of completed / on-going assignments of similar nature (Past Experience Details) along with the copies of work orders for the respective assignments from the authorities.		
Undertaking for not having been black-listed by any Central / State Govt. / any Autonomous bodies during the recent past.		
Undertaking for not having any Police case pending against the bidder		
Valid address proof of the Office		
Valid certificate for exemption (if Any)		
Bank Account Statement of the Agency for the last Six Months		

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<b>Financial Bid (Original)</b>		
Covering Letter in Bidders Letter head		
Duly Filled in Financial Bid		

It is to be ensure that:

- All information has been submitted as per the prescribed format only.
- Each part has been separately bound with no loose sheets and each page of all the three parts ispage numbered along with the Index page.
- All pages of the proposal need to be sealed and signed by the authorized representative.

Authorized Signatory [In full initials]: \_\_\_\_\_

Name and Designation with Date and Seal: \_\_\_\_\_

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**SECTION - VIII**

**PERFORMANCE BANK GUARANTEE FORMAT**

To

**The Registrar(Judicial),**

**The High Court of Orissa, Cuttack**

**WHEREAS** \_\_\_\_\_ (Name and Address of the Service Provider)(hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. \_\_\_\_\_ Dated. \_\_\_\_ To undertake the service .....  
.....(Description of services) (Hereinafter called "the Contract")

**AND WHEREAS** it has been stipulated by \_\_\_\_\_ (Name of the Authority) in the said contract that the service provider shall furnish you with a Bank Guarantee by a Scheduled Commercial Bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Service Provider such a Bank Guarantee; **NOW THEREFORE** we hereby affirm that we are Guarantors and responsible to you, on behalf of the service provider up to a total of \_\_\_\_\_ (amount of the Guarantee in words and figures), and we undertake to pay you, upon first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the service provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance Bank Guarantee shall be valid until the \_\_\_\_ day of \_\_\_\_ year. Our Branch at \_\_\_\_\_ (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our \_\_\_\_\_ Branch on or before Dated. \_\_\_\_\_ Otherwise the Bank shall be discharged of all liabilities under this guaranty thereafter.

(Signature of the Authorized Officer of the Bank)

13/05/2018

HJ  
13.05.2018

13/05/2018



## CONTRACT

Engagement of Agency for providing 137(One hundred thirty seven) Housekeeper  
and 11(Eleven) Housekeeping Supervisor on Contract Basis

BETWEEN

The Registrar (Judicial), The High Court of Orissa, Cuttack,

AND

Name of Service Provider

This **CONTRACT** is made on the \_\_\_\_\_ between, **The Registrar(Judicial),Orissa High Court, Cuttack** (hereinafter called as the “**Authority**”) which expression shall where the context so requires or admits shall also include its successors or assigns of the **one part AND** \_\_\_\_\_, registered under with its principal place of business at \_\_\_\_\_(hereinafter called the “**Housekeeping Service Provider** ”) of the 2<sup>nd</sup> Part represented by \_\_\_\_\_, which expression where the context so requires or admits shall also include its successors or assigns of the **other part**.

**WHEREAS** \_\_\_\_\_(the Principal) issued Tender vide Letter No. \_\_\_\_\_ Dated. \_\_\_\_\_ to Housekeeping Service Provider for execution of **137 (One hundred thirty seven) Housekeeper and 11 (Eleven) Housekeeping Supervisor on Contract Basis** offered its willingness to execute the work as per terms and condition of agreement vide it's Letter No. \_\_\_\_\_ Dated. \_\_\_\_\_

**AND WHEREAS** above stated offer and willingness conveyed under Letter \_\_\_\_\_ Dated \_\_\_\_\_ by the Housekeeping Service Provider has been duly accepted by the **Authority** vide its Letter No. \_\_\_\_\_ dated. \_\_\_\_\_ for execution and completion of facility related services subject to the fulfilment of the terms and conditions.

**NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:**

### Scope of Work:

The Housekeeping Service Provider shall engage efficient and experienced manpower to render the required service of Housekeeping manpower at **High Court of Orissa, Cuttack**.

#### a. Agreement Period:

This Agreement shall remain valid for a period of One Year effective from .....  
to ..... (both days inclusive).

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b. There would be no increase in rates payable to the service provider during the contract period. However, the wages of the employees may be enhanced taking into account the escalation of Labour Charges by the State Government. The service provider will be responsible for deposit of EPF, ESI, GST and other statutory dues as applicable from time to time and submit the proof of deposit to the Authority for Records.

c. No other terms and conditions put forth by Housekeeping Service Provider shall be considered for acceptance during the contract period. However, the above terms of payment against the claimed bills shall be subject to deduction of Non- performance and the Authority is not bound to make the monthly bill within the stipulated deadline of payment on claimed monthly bill.

### **3. Terms of Payment:**

#### **a) Security Deposit:**

The Housekeeping Service Provider shall have to deposit an amount of **@10% of the contract value** within seven working days of the award of contract in the form of Bank Guarantee from any Scheduled Bank situated in Odisha in favour of **The Registrar (Judicial), High Court of Orissa, Cuttack**. This will be treated as Security Deposit and shall be refunded after successful completion of the contract. It shall not carry any interest.

b)

The services provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the officer concerned in respect of the manpower deployed and submit the same to the prescribed authority in the first week of the succeeding month. The payment will be released by the 2<sup>nd</sup> week of the succeeding month.

c)

The Service Provider Agency will have to deposit the wages of the deployed housekeeping manpower for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.

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#### **4. Authority Representative:**

- a) Any notice or intimation by either party to the other pursuant to this Agreement shall be signed by an Authorized Representative of the party giving such notice.
- b) The Housekeeping Service Provider shall carry out instructions and act upon any guidelines issued in pursuance of the Agreement, if and only if they are given / signed by an Authorized Representative of authority, whose names will be intimated by the said authority.

#### **2. Risk & Responsibility:**

a) The Housekeeping Service Provider shall without limit to its obligations and responsibilities will ensure and keep insured its manpower so deployed at **High Court of Orissa, Cuttack** against all liabilities for death and injury whatsoever on account of any accident in the course of performing duty. The Authority will not be responsible and be held liable for any such death, injury or accident 'to the employees' and any other manpower deployed by the Housekeeping Service Provider. In the event the Authority is made liable to pay any damage or compensation in respect of such employees the Housekeeping Service Provider shall reimburse such damages or compensation on demand.

b) The Housekeeping Service Provider shall comply with all the provisions of prevailing Labour Laws during execution of work. The manpower deployed shall be morally good and physically healthy to carry out the assignments to the satisfaction of the authority.

c) The Housekeeping Service Provider shall provide qualified uniformed staff to perform the services. The employees of Housekeeping Service Provider entering the premises of the Authority shall have proper uniform and shall display identity proof on their person in the course of duty hour.

d) The Housekeeping Service Provider shall conduct periodic general medical check-up of its employees at its own cost. In the event any of the staff is found to be suffering from any communicable disease, such employee(s) shall be replaced immediately providing substitute(s) immediately.

e) The Housekeeping Service Provider shall deploy its authorized representatives and adequate supervisors to be present at the place of work during working hours to ensure satisfactory services under this Agreement. It shall further exercise due and adequate control over such manpower and ensure that appropriate instructions/ directions are issued to them in the course of the performance of the tasks under this Agreement.

f) The Housekeeping Service Provider shall ensure that its employees; while carrying out their obligations under the Agreement observe all required standards of cleanliness, decency and decorum, safety and general discipline and such other instructions or guidelines as may be issued by the authorized representative of the Authority.

g) "Right man to for Right Job" shall be followed to avoid accidents at the workplace. It shall be the duty of the Housekeeping Service Provider and Supervisor of the

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Housekeeping Provider to get the critical job done by the employees professionally and technically competent enough to perform the said particular task.

**3. Statutory Compliances:**

a) The Housekeeping Service Provider shall be responsible for compliance and coverage of its employees under all necessary statutory obligations under various statutes applicable such as Employees State Insurance (ESI), Provident Fund(PF), Workman Compensation Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, etc. the Housekeeping Service Provider shall maintain proper records & documents and produce them to the authorized representative of the **Authority** as and when required, in proof of compliance of all the relevant and connected laws enacted by the Central & State Govt. etc.

b) The Housekeeping Service Provider shall obtain all requisite license, permissions, certificates, registrations, etc. to render the required service from all competent Client and shall furnish as and when demanded.

c) The Housekeeping Service Provider shall alone be responsible for the payments of wages and all other statutory payments/legal dues to its employees deployed under this agreement. The payment/ consideration contemplated of this Agreement shall be released by the Authority only upon the Housekeeping Service Provider producing online PF & ESI deposits of the payment receipt for the preceding month. Without such a document, no bill shall be passed.

d) The Housekeeping Service Provider shall provide First Aid facilities at the work place according to applicable laws.

e) In the event of the Housekeeping Service Provider failing to comply with any of the provision of the statutes applicable to it resulting in the Principal incurring any expenditure thereafter including facing litigation, the Housekeeping Service Provider shall indemnify such expenditure and other damages, losses as may be estimated by the Authority. The Authority may take appropriate action to recover the same from the Security Service Provider, from its pending bills. If it does not suffice, the balance shall be recovered under ordinary common law through The High court of Orissa, Cuttack.

**4. Liability and Indemnity:**

The Housekeeping Service Provider shall be responsible and liable for and shall indemnify the authority and keep the High Court of Orissa, Cuttack safe and harmless at all time against:

a) any and all claims, liabilities, damages, losses, costs, charges. expenses, proceedings & actions of any nature whatsoever made or instituted against or caused to be suffered by the Authority directly or indirectly by reasons of.

I. any wrongful, incorrect, dishonest, criminals, fraudulent or negligent work default, failure, bad faith, disregard of its duties and obligation, act or omission by the Housekeeping Service Provider or its facility staff.

II. any theft, robbery, fraud or other wrongful action or omission by the firm and /or any of its facility staff.

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5. **Limitation of Liability:**

In any case the liability of the service provider shall not exceed 10% per occurrence.

6. **Sub-Contracting:**

The Housekeeping Service Provider shall itself perform its obligations under this agreement and shall not assign or transfer or sub-contract any of its rights and obligations under this agreement to any third party without the prior written permission from competent Authority in case of emergency requirements.

7. **Loss/ Theft / Damage:**

The Housekeeping Service Provider shall be responsible for any losses, theft, damages caused to properties belongs to the Authority because of any act of negligence, commission or omission of its employees while discharging their duties.

8. **Exclusion of Consequential Loss:**

The Housekeeping Service Provider will not be liable for any consequential loss that may arise out of the performance of this Agreement.

9. **Breach of Agreement, Penalty & Termination of Agreement:**

a) **Breach of Agreement:**

In case of breach of Agreement or default by the Housekeeping Service Provider, the Authority shall have a right to forfeiture of security deposit, legal action for recovery of money with liberty to the **Authority** to terminate the agreement.

b) **Penalty:**

i. A quality check procedure will be developed by the Authority against each service and feedback from the designated officer will be obtained for assessment of performance of the service rendered by the Housekeeping Service Provider.

ii. Where there is non-performance/ unsatisfactory/ sub-standard performance of its obligation in the part of the Housekeeping Service Provider, the Authority shall give a written notice of the default and or omission or commission and the Housekeeping Service Provider shall submit its response within 7 (seven) days from the date of issue of such notice.

iii. If the response/explanation is not found satisfactory or inadequate or partly satisfactory, the Authority shall have the right to deduct the following amount from the monthly bill of the Housekeeping Service Provider for non- performance/ unsatisfactory/ sub-standard performance of any part of services to be rendered operation as agreed between the parties.

c) **Termination of Agreement:**

Where in spite of these efforts, there is continuance of non-performance or improper performance of obligation, the Authority shall have the right to terminate the contract at any point of time with forfeiture of Security Deposit. Similarly, **the Housekeeping Service Provider** shall have the right to terminate the contract in case the Authority fails to pay the admissible more than 3 occasions in a calendar year.

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**10. Force Majeure:**

Neither party shall be responsible for any damage caused by natural calamities like flood, earthquake, cyclone or any other Act of God, explosion, fire & riot etc. The later five events, whether occurred or not, shall be decided by the Authority and such decision can't be questioned in any court of law.

**11. Jurisdiction:**

The High Court of Orissa shall have jurisdiction to decide any disputes or litigations between the parties hereto.

**12.** The Scope of Work as mentioned under Section-II of Tender Document and General Terms and Condition as mentioned under Section-III of Tender Document shall form part of this agreement.

*Signature of Authorized Representative*

\_\_\_\_\_  
(Authority)

\_\_\_\_\_  
(Housekeeping Service Provider)

*Witnesses:*

**On behalf of Authority**

1.

2.

**On behalf of Housekeeping Service Provider**

1.

2.

*13/08/2015*

*13.08.2015*

*13/08/2015*