



Bihar Judicial Academy

GAIGHAT, GULZARBAGH, PATNA-800007

Website : www.patnahighcourt.gov.in/bja

Email : judicialacademy-bih@gov.in | biharjudicialacademy2003@gmail.com

Letter No.

Date

Govt. of Bihar

BIHAR JUDICIAL ACADEMY, GAIGHAT, PATNA

Tender Notice No.: 03/2026 (HKG)

Sealed quotations are invited from bonafide, reputed and experienced agencies/ firms for outsourcing of services of various categories of manpower in the Bihar Judicial Academy, Gaighat, Patna for cleaning and maintenance of entire campus of Bihar Judicial Academy built in approx 5 Acre (Constructed areas such as Administrative block is approx. 33000sqft, Hostel block is approx. 60000sqft, Residential block is approx. 21000sqft and rest are unconstructed areas having Lawns and other green areas and also the new extended areas approx. 24900sqft., which is east side of BJA of main gate.

Sealed quotations will be accepted only before 4:30 p.m., by the end of 21st day from the date of publication of this notice in the Newspaper. The sealed quotations need to be dropped in the designated drop box in the office of Bihar Judicial Academy, Patna. The Technical Bid will be opened at 11:30 a.m., on the 22nd day from the date of publication of the notice, in the office of Bihar Judicial Academy, Patna and Financial Bid will be opened thereafter on date & time to be announced subsequently. (in case the 21st & 22nd day or both fall on public holiday then the quotations bids will be submitted or will be opened on the next working day).

Detailed specification & other necessary terms and conditions are available on the official website (<http://www.patnahighcourt/bja/>) of Bihar Judicial Academy, Patna.


Director
Bihar Judicial Academy, Patna

26/4/26

BIHAR JUDICIAL ACADEMY, GAIGHAT, PATNA

Tender Notice No.: 03/2026 (HKG) dated

Sealed tenders are invited by the Bihar Judicial Academy (herein after also mentioned as the BJA) from registered eligible agencies/service providers/firms for cleaning and maintenance services by providing various categories of manpower in the Bihar Judicial Academy, Gaighat, Patna for its entire campus with buildings and other structures and also the adjacent area in front of the BJA as detailed herein after.

1. **The Scope of work** ; The Bihar Judicial Academy campus at Gaighat, Patna is spread over approximately 5 acres. The constructed areas include an Administrative Block (having two levels and prefab structures on the terrace) of approximately 33,000 sq. ft., a Hostel Block (having four levels with terrace) of approximately 60,000 sq. ft., and a Residential Blocks of approximately 21,000 sq. ft., a fountain & two statues. These shall include the rooftops / terraces of all the buildings as well. The remaining area is unconstructed, consisting of lawns and other green spaces. Additionally, there is a newly extended area of approximately 24,900 sq. ft. located on the east side of the BJA main gate, to be maintained as per the minimum requirements mentioned below :

Sl. No.	Requirement of manpower Services / Work	Number of required manpower
1	Supervisors for supervising and monitoring the work of cleanliness.	02
2	Persons for reception counter	03
3	Manpower for housekeeping, bathroom/ washroom cleaning, sweeping, moping and otherwise cleaning, dusting and related works	35
4	For Gardening works	4 Gardeners
5	Electrician for gen-set operation works	2
Total ::		46 (Forty-Six)

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A. General House-Keeping work:

- The offices open at 9:30 AM and the service provider is expected to complete cleaning, dusting, mopping etc. in each room in time.
- Cleaning and maintenance of the area includes dusting, brooming, mopping of all rooms in all the constructed area as detailed above, corridors, staircases, lifts, toilets, machine rooms by using good cleaning agents.
- The Main entrance lobby and staircase has to be cleaned at least once in two hours or as and where required.
- Toilets in all the floors including toilets in chambers are to be cleaned thoroughly with disinfectants in the morning and at regular intervals throughout the day.
- Entire terrace area to be cleaned weekly and to be monitored in respect to blockage of drain inlet/outlets etc.
- Complete and thorough cleaning of VIP areas like Chambers of Patron in Chief, Chairman, VIP lounge, VIP Mess, conference Hall, Director's chamber need to be taken up early in the morning on daily basis.
- Removal of litters, papers, and garbage in all floors in all the buildings daily.
- Vacuum cleaning of carpets, floor on daily basis & spot cleaning on regular basis.
- Proper Dusting and cleaning of furniture and fixtures on daily basis.

B. Cleaning of wash basins, sanitary fittings and toilet floors with dry and wet mops.

- Cleaning of Doors and windows etc.
- Dry and wet cleaning of Glass showcases with glass cleaner.
- Cleaning of Glass pans, removal of scrub from outside once in a month.
- Cleaning and maintenance of in-house plants.
- Disposal of garbage to a place duly designated for this, by Patna Municipal Corporation.
- Measures to control rodents, and also Mosquitoes by Spraying/fogging, required to be done on regular basis.
- Cleaning of sludge from manholes and sewerage system after every 15 days and even as per requirement.

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C. Scope of Horticulture Services:

- Maintenance, manuring, seeding, and Beautification of lawn and garden.
- Watering the plants and flower pots.
- Proper and decorative maintenance and gardens and lawns.
- Improvement of ambiance / greenery in the campus.

D. Scope of Front Desk Management Services:

- The front desk of the Administrative building as well as the Judges Hostel shall be manned all the time.
- Duties will include answering general enquiry, issue of room keys as per direction of authority, maintenance of visitor's record and compliance of necessary direction as and when given by proper authority.

E. Scope of parking Management Services

- Staff shall also be deployed for parking management i.e to park the vehicle in designated parking area in all the building premises.

F. Supervisor / Executives

- Supervision by educated, experienced and qualified supervisors who will overall responsible for smooth functioning of all facilities in all the buildings which includes Housekeeping, front desk, technical and parking management. He should have experience of supervising and managing such works.

Information and instructions for tenderer/s / bidders:

2. The tender shall be submitted in a single envelope containing two parts, i.e., (i) Technical Bid and (ii) Financial Bid [both in separate sealed covers, as per Annexure-1 (For Technical Bid) & Annexure - II (For Financial Bid)].
3. The technical bid and the financial bid shall be sealed by the bidder in separate covers/envelopes each with duly super-scribed title "**Supply of manpower in the Bihar Judicial Academy, Gaighat, Patna-7 for cleaning & maintenance**" and both these sealed covers/envelopes are to be put in a bigger cover/envelopes which will also be sealed and duly super-scribed as above.

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4. Interested bidders may obtain further information by visiting the premises or make any related query through email biharjudicialacademy2003@gmail.com within 5 days from the date of the publication of the tender. The interested bidder may, with prior intimation, inspect the relevant premises within such period and not beyond.
5. The tender proposal shall have to be submitted by the agency /service provider/ firm in hard copy with all pages containing page number in continuity under signatures of its authorised representative or owner and seal of the agency/service provider/firm. A letter of authorization issued by the agency / service provider/ firm to the authorized person to sign the tender shall be attached.
6. The interested agencies / service provider/ firms may submit their sealed quotations addressed to **'The Director, Bihar Judicial Academy, Gaighat, Patna-7'** on or before **04:30 P.M. by the end of 21st day** from the date of publication of this tender notice in the newspaper. The sealed quotations shall be submitted by dropping in the designated drop box kept near the reception counter of Administrative Block of Bihar Judicial Academy, Gaighat, Patna-7 and in no other manner.
7. The technical bids shall be opened at 11.30 A.M. on the 22nd day from the date of publication of the tender notice in the newspaper, in the office of Bihar Judicial Academy, Patna and Financial quotation of agency / firm found to be technically qualified will be opened thereafter on date and time to be announced subsequently. **(note: if the 21st or 22nd day, as referred above, falls on any holiday/non-working day it shall be construed to be next working day)**
8. The bidders themselves or their duly authorised representatives may attend the tender opening process on the date and time as mentioned above.
9. A bidder shall submit only single tender. If more than one tenders are submitted, all the bids of concerned bidder shall be summarily rejected.
10. The agency / firm should have **average annual turnover of Rs.2,00,00,000/- (Rs two crore only)** during the last three financial years in the same field of providing manpower service supported by Audited annual financial reports (balance sheet and profit & loss statement) of the agency /service provider/ firm for the last three financial years.

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11. The agency / firm must have an experience of at least **five years** in providing similar services of providing manpower on outsourcing basis. The agency / firm must have successfully completed at-least two works of providing manpower service to Govt./PSUs./Autonomous Bodies, value of each not less than **Rs. 50 lakhs** during the last three financial years supported by satisfactory performance reports of each work issued by the Govt./PSUs./Autonomous Bodies which had outsourced the said service to the agency / firm.

12. **Bid Security i.e. Earnest Money Deposit (EMD) :**

- i. Earnest Money Deposit of Rs. 1,00,000=00 (Rupees One Lakh) must be enclosed along with quotation in the form of Demand Draft / Bankers Cheque issued from Nationalized / Scheduled Bank in favour of Director, Bihar Judicial Academy, Patna, payable at Patna and it shall be valid for at least 90 days from the last date of submission of bid. EMD should be placed in the envelope which contains the Technical Bid. EMD shall be returned to unsuccessful bidders after selection of successful bidder without any interest thereon. It may be noted that no bidder is exempted from deposit of EMD. Tenders submitted without EMD shall be summarily rejected. However, exemption as permissible under law shall be granted to MSME/Start-up firms as per existing Government rules and norms, but no exemption shall be granted to them for submission of Performance Guarantee, if successful.
- ii. The EMD will be forfeited on account of one or more of the following reasons:
 - (a) When the bidder withdraws or modifies its bid after opening of bids;
 - (b) When the bidder does not accept the work order or execute the agreement, if any, after placement of supply/work order within the specified period or is unable to provide the required number of manpower, as per stipulated terms;
 - (c) When the bidder does not deposit the performance Security within specified period after the supply/work order is placed; and
 - (d) If the bidder breaches any provision of Code of Integrity prescribed for bidders specified in Rule 130A of Bihar Financial (Amendment) Rule, 2024.

13. **Performance Security :-**

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- i. The successful bidder shall furnish a Performance Security of an amount equal to **5,00,000/- (Five Lakhs only)** in the form of an unconditional and irrevocable Bank Guarantee only, issued by a Scheduled Bank, in favour of **the Director, Bihar Judicial Academy, Patna**. The Bank Guarantee shall be submitted after award of the contract and shall remain valid for the entire period of the contract, including any extension thereof, and for such further period as may be specified in the tender document. The Performance Security shall be binding on the bidder during the subsistence of the contract and shall be liable to be invoked in accordance with the terms and conditions of the contract.
- ii. In the event of failure to submit the Performance Security within the stipulated time, the bid shall be liable to be cancelled. In such case, the work may be offered to the next lowest (L2, L3, and so on) responsive bidder, subject to their willingness to match the L1 rate and to enter into an agreement with the Bihar Judicial Academy (BJA) for providing the services.
- iii. Further, in case of non-deposit of Performance Security, the EMD shall be forfeited and suitable action may be taken under the terms of bidding documents.

14. Instructions for Filling Technical Bid Annexure -I

- i. The bidder shall furnish complete and correct information in the Technical Bid ; Annexure-I. All entries shall be supported by self-attested documents, unless otherwise specified. The bidder shall mention the name of the agency/service provider/firm, along with its brief profile, complete office address, telephone number, e-mail ID, and the name of the authorised contact person with his/her mobile number, along with an alternate mobile number.
- ii. A certified copy of the Incorporation/Registration Certificate of the agency/firm shall be submitted.
- iii. The bidder shall provide details of Directors/Partners/Owner(s) of the agency/firm.

- iv. Full particulars of the Earnest Money Deposit (EMD) shall be furnished, including (i) Amount, (ii) Draft Number, (iii) Date, and (iv) Issuing Bank. Proof of EMD shall be enclosed.
- v. The bidder shall submit registration details with the concerned Government Authorities, including registrations under Employees Provident Fund Organisation (EPFO), Employees State Insurance Corporation (ESIC), and under the Contract Labour (Regulation and Abolition) Act, 1970, wherever applicable.
- vi. A valid Labour License issued under the Contract Labour (Regulation and Abolition) Act, 1970 shall be enclosed.
- vii. The bidder shall furnish PAN and GST registration details, along with supporting documents.
- viii. A copy of the latest Goods and Services Tax (GST) return shall be submitted.
- ix. The bidder shall submit Income Tax Returns for the last three financial years.
- x. Details of annual turnover for the last three financial years, along with the average annual turnover, shall be provided with supporting documents.
- xi. The bidder shall submit proof of minimum five (5) years' experience in providing similar manpower outsourcing services. The bidder shall also enclose satisfactory performance reports/work completion certificates for at least two similar works of value not less than Rs. 75 lakhs each, executed for Government Departments/PSUs/Autonomous Bodies during the last three financial years.
- xii. The bidder shall submit a notarised affidavit on a non-judicial stamp paper of Rs. 100/-, stating that the agency/firm has not been blacklisted, de-registered, or barred by any Central Government, State Government, PSU, or Autonomous Body, and that no criminal case is pending against the agency/firm or its owner/partners anywhere in India.

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- xiii. In case the bidder is claiming exemption as a Micro or Small Enterprise, relevant supporting certificates/documents shall be submitted for exemption from Bidder Turnover criteria, Experience criteria, and EMD, as applicable.
- xiv. The bidder shall also indicate whether the firm is registered with any Central Purchase Organisation/State Purchase Organisation/National Small Industries Corporation (NSIC)/MSME/Startup, and submit valid supporting certificates/documents.
- xv. Incomplete or unsupported information is liable to be rejected. The bidder shall ensure that all documents are valid, legible, and up to date.

15. Instructions for Filling Financial Bid Annexure-II (Break-up of Monthly Cost for Outsourced Manpower)

- i. The bidder shall carefully fill in the annexure-II, relating to the break-up of monthly cost for deployment of 46 (Forty-Six) outsourced employees. The details shall be furnished strictly in accordance with the following instructions.
- ii. The bidder shall indicate the total monthly wages payable to all 46 workers. A detailed statement showing category-wise wage calculation, both on per day and per month basis, shall be submitted as a separate enclosure forming part of the bid. The wages must be in conformity with the applicable minimum wages and statutory provisions.
- iii. The bidder shall calculate and mention the Employees Provident Fund (EPF) contribution at the rate of 13% of the total wages of 46 employees. This amount shall be shown separately.
- iv. The bidder shall calculate and indicate the Employees State Insurance (ESI) contribution at the rate of 3.25% of the total wages of 46 employees.
- v. The bidder shall include Bonus at the rate of 8.33% of the monthly wages of 46 employees, as per applicable law, and show the amount separately.
- vi. The bidder shall quote the Service Charge strictly in percentage terms on the total payable monthly wages of 46 employees. The percentage shall be clearly mentioned in figures and words. The service charge shall include all administrative expenses, overheads, and profit margin of the bidder.

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- vii. Any other charges, if applicable, shall be clearly specified with proper justification. No hidden or unspecified charges shall be entertained at a later stage.
- viii. The bidder shall calculate and indicate the Goods and Services Tax (GST) payable at the applicable rate of 18% on the admissible components, in accordance with prevailing tax laws.
- ix. Finally, the bidder shall compute the Total Amount, which shall be the sum of all components from Sl. No. 1 to 7. The total must be clearly indicated in figures and words.
- x. Incomplete, ambiguous, or non-compliant entries in the annexure are liable to be rejected. The bidder shall ensure that all calculations are accurate and supported by the required enclosure.

16. **Amendment to the Tender document**

- i. At any time prior to the deadline for submission of Bids, the BJA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Tender document by the issuance of Addenda.
- ii. Any Addendum thus issued shall be uploaded on the website/ put up on the BJA's notice board.

17. **Contract Period :-** The period of contract with the successful bidder shall be of **3 (three) years from the date of commencement. However, in the event of services rendered being found unsatisfactory or the agency fails to abide by the terms of the tender/contract or for any other such reason, the contract can be terminated by the BJA.** Performance Security money, in such case, will be forfeited as per the terms of the contract. The contract period may be extended for a duration of 01 year at a time, on terms and conditions or with amendments as may be mutually agreed to, subject to satisfactory performance of the agency/ service provider/ firm and approval of Bihar Judicial Academy, Patna. The manpower will have to be provided by the successful agency/service

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provider/firm within 05 (Five) days of the award of contract or directed otherwise.

18. Modification of contract:

The Agreement may be supplemented, amended, or modified only by the mutual agreement of both parties. No supplement, amendment, or modification of the Agreement shall be binding unless it is in writing and signed by the two parties.

19. Termination of the contract :

- i. Without prejudice to any other rights and remedies, on the occurrence of an Event of Default, the Bihar Judicial Academy may terminate this agreement immediately on giving written notice to the Agency, if such Event of Default is not remedied within 20 days of receipt by the Agency a notice in writing specifying the breach required to be remedied.
- ii. Either party may terminate this agreement without assigning any reason by giving a **ninety days'** notice.

20. Indemnity:

- i. Agency shall indemnify Bihar Judicial Academy on demand, against any loss, destruction, or damage to any property or any loss, injury, or death of any person caused by the negligent act or omission or wilful misconduct of Agency or its employees or agents
- ii. Agency shall indemnify Bihar Judicial Academy on demand, against all claims, costs, demands, allegations, charges, expenses and liabilities of whatsoever nature arising out of or in connection with any claim arising out of Agency's performance of its obligations under the Agreement.

Other Terms / Instructions

21. The technical bid will be opened at the first instance on the above mentioned date and time. After evaluation of the technical bids by the competent committee or authority, at the second stage, financial bids of only those bidders shall be opened for further evaluation by the competent committee or authority that are found to be qualified on evaluation of technical bid before awarding the contract. Financial bids of unsuccessful bidders in technical bid shall not be opened.

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22. The participating bidders are required to submit all documentary evidence, including those mentioned in Annexures- I and II, in support of their meeting the eligibility criteria of instant tender notice, failing which their technical bids shall be rejected and shall not be evaluated. Quotations received after stipulated date/time or through online / any other mode shall not be entertained.
23. The agency /service provider/ firm must be registered with appropriate governmental / statutory authorities including under Employees Provident Fund Organization, Employees State Insurance Corporation and Contract Labour (Regulation and Abolition) Act 1970 and also must possess PAN Number & GST Registration and Valid Labour License as per Contract Labour (Regulation and Abolition) Act 1970.
24. The agency /service provider/ firm shall quote its rates / charges clearly avoiding any cutting/overwriting. The rate(s) quoted shall be inclusive of all taxes and statutory payments and deductions including EPF contributions, ESI contributions, Bonus etc. and would be in conformity with the Minimum Wages Act as notified by the government and other statutory requirements.
25. The agency/service provider/firm shall submit a notarized affidavit on a stamp paper of Rs. 100/- giving an undertaking in Annexure - III that it has not been black listed/deregistered / barred by the Central Government/State Government / Public Sector Undertaking / Autonomous Bodies during period of business and no any criminal case has been registered against the agency/service provider/firm or its directors / partners / owner anywhere in India, etc.
26. If the bidder is a Micro or Small Enterprise as per latest definition under MSME rules or Start up firms as per relevant government rules/policy the bidder may be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" and "EMD" subject to meeting the technical specification. If the bidder is seeking such exemption, the supporting documents to prove its eligibility for exemption are mandatory and required to be attached with the bid.
27. The number/category of manpower may required to be increased or decreased on the direction of the Director, Bihar Judicial Academy, Patna, as per requirement and exigency of the work.

28. The successful Bidder/ Agency shall not at any point of time engage subcontractors or transfer the contract total or in part to any other agency. In the event of sub-contracting the successful Bidder/ Agency is liable to termination, and black-listing for 3 years, and the performance security shall also be forfeited.
29. Notice inviting Tender and conditions for tender shall form part of Agreement.
30. The Director, Bihar Judicial Academy, Patna reserves the right to accept or reject any or all quotations/ bids or cancel the whole tender without assigning any reason whatsoever. The decision of the Director, Bihar Judicial Academy, Patna shall be final and binding.
31. The Director, Bihar Judicial Academy, Patna shall also have the right to call for any additional information from the bidders.
32. If any information given in its bid by bidder is found to be incorrect or amounts to misrepresentation or suppression of facts, the Director, Bihar Judicial Academy, Patna reserves the right to take appropriate legal action against such bidder in addition to rejection of the bid.
33. The Director, Bihar Judicial Academy, Patna reserves the right to modify or amend the terms and conditions of the tender and reserves the right to accept or reject any bids including the proposal of the lowest bidder without assigning any reasons. Likewise, the Director, Bihar Judicial Academy, Patna also reserves the right to cancel the bid process at any time prior to signing the contract.
34. The decision of the BJA shall be final, and no enquiries, or application for review, shall be entertained. The BJA reserves the right to amend any of the conditions, if required or cancel or reject all or any bid/tender without assigning any reason.
35. Other terms and conditions of the NIT are mentioned in clauses 1 to 18 of Annexure - IV.
36. All disputes shall be subject to the jurisdiction of the Civil Court, Patna only.

Date:

Director

Bihar Judicial Academy, Patna

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Annexure – I

Tender Notice No.: 03/2026 (HKG) dated

Technical Bid

Subject: Quotation for outsourcing of services of various categories of manpower in the Bihar Judicial Academy, Patna

Sl. No.	Particulars	Details to be filled by the bidders along with page number (copy of the documents to be attached)
1	Name of the agency /service provider/ firm, its profile, complete office address, Telephone number, E-Mail ID along with name of the authorized contact person with his / herself and alternate mobile number. Certified Copy of Incorporation / Registration Certificate of agency /service provider/ firm Details of Directors/Partners/Owner(s) of the agency /service provider/ firm	
2	Details of Earnest Money Deposit (EMD) (i) Amount (ii) Draft No. (iii) Date (iv) Issuing Bank	
3	Registration details with the concerned Government Authorities AND with appropriate authorities such as under Employees Provident Fund Organization, Employees State Insurance Corporation, Contract Labour (Regulation and Abolition) Act 1970, etc. Valid Labour License under Contract Labour (Regulation and Abolition) Act 1970	
4	PAN and GST Registration details Latest Goods and Service Tax Return	
5	Income Tax Returns of last three Financial Years	
6	Annual turnover during the last three financial years and the average annual turnover of the last three financial years.	
7	Proof of last 5 (five) years of experience in respect of providing similar services of supply of manpower on	

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Sl. No.	Particulars	Details to be filled by the bidders along with page number (copy of the documents to be attached)
	outsourcing basis and satisfactory performance reports of successfully completed at-least two works of providing similar service of supply of manpower to Govt./PSUs./Autonomous Bodies each of value of not less than Rs. 50 lakhs during the last three financial years.	
8	Notarized affidavit on a stamp paper of Rs. 100/- giving undertaking to the effect that the agency / firm has never been black listed / de-registered / barred by the Central Government / State Government / Public Sector Undertaking / Autonomous Bodies during their period of business AND no criminal case has been registered against the agency / firm or its owner / partner anywhere in India	
9.	Document in support of Micro or Small Enterprise exemption of "Bidder Turnover" criteria and "Experience Criteria" and "EMD". Submit proper Certificate/document. Is the firm registered with central purchase organization/State purchase organization, National Small Industries Corporation (NSIC) or the concern Department such as MSME/Startup? Submit proper Certificate/document.	

Place :

Date :

Signature of the bidder / authorized signatory
with seal of the agency /service provider/ firm
Registered office Address:

Phone No.:

E-Mail ID :

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Annexure – II

Tender Notice No.: 03/2026 (HKG) dated

Financial Bid

Subject: Quotation for outsourcing of services of various categories of manpower in the Bihar Judicial Academy, Patna

Sl. No.	Payment in Head	Amount
1	Total wages to be paid to all the 46 (Forty-Six) workers per month (category wise details about wages payable to the workers calculated on per day AND per month basis, to be submitted as enclosure)	
2	Amount of monthly Employees Provident Fund @ 13% of the wages of 46 employees.	
3	Amount of monthly Employees State Insurance @ 3.25% of the wages of 46 employees.	
4	Bonus @ 8.33 % of the monthly wages of 46 employees.	
5	Percentage of Service Charge to be quoted by the bidder: ___ % on the total payable monthly wages of 46 outsourced employees.	
6	Any other charges (please indicate)	
7	Payable Amount of GST @ 18 %	
	Total (Adding the amount figured for Sl. No. 1 to 7)	

Place :

Date :

Signature of the bidder / authorized signatory
with seal of the agency / service provider/ firm
Registered office Address:

Phone No.:

E-Mail ID :

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Annexure – III

Tender Notice No.: 03/2026 (HKG) dated

UNDERTAKING

I/We undertake that neither the agency / firm (name of the agency /service provider/ firm) nor its Director/Partner/ Proprietor {name of all partners / Directors / owner(s)} has/have been blacklisted/banned by Central/State Government/Public Sector Undertaking/Autonomous Bodies nor its business dealings with the Central/State Government/Public Sector Undertaking/Autonomous Bodies has/have been banned/terminated on account of poor performance/conduct.

I/We also undertake that no criminal case has been registered against the agency/ service provider/ firm or any of its Director/Partner/ Proprietor anywhere in India

I/we further undertake / confirm that I/we have correctly furnished all information and documents with respect to instant Tender Notice and shall be liable for any action, civil or criminal, by the Bihar Judicial Academy, Patna if any of the said information or document is found to be false or amounting to misrepresentation or suppression.

I/We also undertake that all the terms and conditions of the instant Tender Notice are acceptable to me/us.

Place :

Date :

Signature of the bidder / authorized signatory
with seal of the agency /service provider/ firm
Registered office Address:

Phone No.:

E-Mail ID :

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Annexure-IV

Tender Notice No.: 03/2026 (HKG) dated

Other Terms and conditions

Subject: Quotation for outsourcing of services of various categories of manpower in the Bihar Judicial Academy, Gaighat, Patna

1. The agency /service provider/ firm shall provide the services by engaging its own workforce independently.
2. All the persons engaged or employed by the agency /service provider/ firm for providing the services would, therefore, work under the exclusive administrative, organizational, supervisory and disciplinary control of the agency/ service provider/ firm and the agency/ service provider/ firm alone shall be responsible for their activities under overall control of Bihar Judicial Academy, Patna.
3. The agency /service provider/ firm being the employer of the persons engaged and developed for providing the services shall alone be responsible for payment of salaries, bonus, overtime etc. as per the applicable Laws and Rules in this regard.
4. The agency /service provider/ firm shall also provide three uniforms and identity cards at its own cost, to its employees carrying the logo of agency to the satisfaction of Bihar Judicial Academy, Patna,. It has to be maintained clean all the time and every worker is to be provided with name badges. Strict personal hygiene has to be observed.
5. The agency/service provider/firm shall strictly comply with the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952; the Employees' State Insurance Act; the Contract Labour (Regulation and Abolition) Act, 1970; the Payment of Wages Act; the Minimum Wages Act; the Workmen's Compensation Act; and all other applicable labour laws enacted for the protection and welfare of workers, in respect of all personnel deployed at the Bihar Judicial Academy, Patna. In the event that any notice is issued to the Bihar Judicial Academy, Patna by any authority, or any loss is caused to the Academy due to non-compliance with the aforesaid statutory provisions by the agency/service provider/firm, the same shall be recovered from the performance security deposited with the Bihar Judicial Academy, to the extent of such loss or damage.

In case of any violation or contravention of the above-mentioned laws, rules, or regulations, the agency/ service provider/ firm shall be solely liable and responsible for any penal action and not the Bihar Judicial Academy.

6. No advance payment shall be made. The agency/ service provider/ firm would submit its bill for the previous month by 05th of every forthcoming month, together with proof of payments of wages for the previous month, made to the

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employees deputed and working at Bihar Judicial Academy, Patna and deposit of statutory liabilities such as EPF, ESI etc. as may be applicable, so that the same shall be processed for payment by the Bihar Judicial Academy, Patna, in time. While every effort shall be made to ensure timely payment, no interest shall be payable on any dues for services rendered in the event of any delay in payment by the BJA.

7. The agency/ *service providers*/ firm shall ensure that manpower deployed by it for providing the services to the Bihar Judicial Academy, Patna shall always be neatly and cleanly dressed up, well groomed, disciplined and will follow good hygiene.

8. The agency/ service provider/ firm must verify the overall conduct of the employees prior to their deputation in the Bihar Judicial Academy, Patna and also ensure that there shall be no criminal cases filed against or pending against any of their employees, so provided, in any Court.

9. If the employees, so deputed by the agency/ service provider/ firm in the Bihar Judicial Academy, Patna, if found involved in any illegal activity (either directly or indirectly), proper legal action shall be taken by the agency/Service provider/ firm against the employees and information to this effect will be provided to the Bihar Judicial Academy, Patna and proper substitution of the person within reasonable time be provided by the agency/ service provider/ firm accordingly.

10. The agency/ *service provider*/ firm must have mechanism so that their employees may not proceed on leave without any intimation or proper leave application and in case of their employees proceed on leave. their substitution may be made by the agency/ service provider/ firm so that no inconvenience may cause to the Bihar Judicial Academy, Patna. If no substitution will be made by the agency / firm, payment for such number of days will be deducted accordingly and penalty five times the daily wage payable to the absent employee shall be imposed per day of absence and shall be deducted from performance security.

11. There shall be no relationship of employer - employee between the Bihar Judicial Academy, Patna and the persons engaged or employed by the agency / firm for providing the services to the Bihar Judicial Academy, Patna. The employees of the agency/ service provider/ firm shall not be deemed to be the employees of the Bihar Judicial Academy, Patna under any circumstances whatsoever.

12. The persons employed or engaged by the agency / firm shall have no right whatsoever to raise or put up any claim against the Bihar Judicial Academy, Patna.

13. The agency/ service provider/ firm will ensure that its employees shall not, at any point of time during the term of the contract or beyond, divulge to any

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person or organization any information or document concerning the Bihar Judicial Academy, Patna, which the agency's / firm's employees happen to acquire or become aware of in the course of their duties, except with written permission of the Bihar Judicial Academy, Patna. Any observed non-compliance with this clause may result in termination of contract.

14. The agency will agree and undertake to pay the persons engaged by it for fulfillment of its obligations, wages not less than the minimum wages as prescribed by the Government of Bihar and as revised from time to time.

15. The Contractor shall arrange for contingent medical aid for workers at his own cost and comply with all labour rules for the time being in force.

16. The contractor shall at all times, during the continuance of the agreement, obey and observe all directions and instructions given by Bihar Judicial Academy and its authorised officials.

17. The contractor or his employees shall not use the premises allotted to them for any purpose other than the purposes mentioned and shall not act in any manner as to cause any nuisance or annoyance to the officers and employees.

18. Garbage collected has to be dumped in the area and the place specified by the Municipal Corporation. The responsibility of disposal of garbage would be entirely borne by the Contractor.

19. The agency/ service provider/ firm will keep the Bihar Judicial Academy, Patna fully indemnified against any consequences arising out of non-fulfillment of any statutory obligations/requirement by the agency/ service provider/ firm, or in respect of any dispute of employer - employee relationship or otherwise that might be raised by the agency's/firm's employees against the Bihar Judicial Academy, Patna and/or against any damage to, or loss or theft of materials or property of premises owned by the Bihar Judicial Academy, Patna arising out of any accident involving any omission or any employees of the agency/ service provider/ firm or in respect of any accident involving any employee of the agency/ service provider/ firm for the purposes of the Workman's Compensation Act. The agency/ service provider/ firm shall compensate the Bihar Judicial Academy, Patna for any loss or damage caused to the Bihar Judicial Academy, Patna because of the absence or negligence or connivance etc. of, or for any other reason attributable to, any employee of the agency/ service provider/ firm.

20. The agency/ service provider/ firm will maintain all statutory records and submit periodical returns or reports in time, as required under the Law, if the agency/ service provider/ firm commits breach of any Law applicable to it, shall alone be responsible for the penal consequences and liable to meet the financial liabilities arising out of such breach or contravention. The agency / firm will agree that the Bihar Judicial Academy, Patna shall not be responsible in any manner whatsoever for any offense committed by the agency/ service provider/

firm/it's employees and as such any prosecution or legal proceedings for such offence shall be against the agency/ service provider/ firm/it's employees alone.

21. The Officers of the Bihar Judicial Academy, Patna shall be entitled to inspect the records maintained by the agency/ service provider/ firm in respect of the agency's/ firm's employees deputed by it for providing the services to the Bihar Judicial Academy, Patna. The agency/ service provider/ firm shall submit a certificate in the first week of every month to the Bihar Judicial Academy, Patna, certifying that the agency/ service provider/ firm has complied with the provisions of all Laws as applicable to it and/or its employees deputed for providing the services to the Bihar Judicial Academy, Patna. The Officers of the Bihar Judicial Academy, Patna shall be entitled to take the requisite documentary proof in this regard from the agency/ service provider/ firm, including attested photocopies of relevant registers, returns, etc., as maintained by the agency/ service provider/ firm.

22. The agency / firm shall provide services by adopting modern cleaning methods and machinery during the tenure of agreement.

23. The agency/service provider/firm shall be required to deploy commonly used cleaning machines such as ride-on or walk-behind floor scrubber dryers, industrial wet and dry vacuum cleaners, high-pressure jet cleaning machines, single disc floor scrubbing/polishing machines, and carpet cleaning machines/washing machines. The agency shall also provide necessary hose pipes and basic tools for gardening work. All such machines and equipment shall be arranged by the agency at its own cost and shall not be included under the materials and consumables to be supplied by the Academy under the contract.

24. Other materials and consumable items, required for cleaning services shall be procured and provided as per requirement by the BJA at its own cost and expense and the agency/ service provider/ firm shall be responsible for maintaining the whole premises of the Academy by using such equipment, tools, materials and consumable items.

25. The list of such materials and consumable items will be (A) For sweeping and dusting works:-Broom, Wiper, Dust Control Mop, Floor Mop,(B) Chemicals for removing hard stains and any other items (as per requirement)

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