

ANNEXURE-I

TERMS AND CONDITIONS FOR OUTSOURCING OF THE SERVICES OF 7(SEVEN) NOS. SWEEPING & CLEANING PERSONNELS

- 1) The Candidates must be a Citizen of India and permanent resident of Tripura having valid documents with good health and character. Minimum Educational qualification should be “Class-VIII Pass”. The lower and upper age limits of candidates for engaging shall be 18 years and 40 years respectively (as on 31st December, 2025). The upper age limit is relaxable by 5 years for the candidates belongs to SC, ST & Ex-Serviceman.
- 2) The period of contract may be for 12(twelve) months and after lapse of the said period the contract may be extended for further period of one year on mutual consent.
- 3) The EPF, ESI facility & Service charge of the supplier and all Taxes would be included in the tender value and it should be indicated respectively. That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act, etc. and this Department shall not incur any liability for any expenditure whatsoever on the persons employed by the Agency on account of any obligation.
- 4) There is no scope to appoint or absorb against any temporary or regular post. No such claim can be raised by the outsourced person.
- 5) The period of contract may be for one year, after lapse of the said period, the contract may be extended for further period considering the satisfactory service.
- 6) The service of the outsourced staff may be utilized by the authority in some other purpose also as and when required.
- 7) The requiring department should not be responsible fully or partly to any dispute or difference that may arise between the agency and engaged person.
- 8) The persons supplied by the Agency should not have any adverse Police records/Criminal cases against them. The service provider will also ensure that the person deployed are medically fit and will keep in record a certificate of their medical fitness. The service provider shall withdraw such employees who are found not suitable by this office for any reasons immediately on receipt of such a request.
- 9) The person engaged by the service provider, shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary every month. There is no Master and Servant or Employer and Employees relationship between the employees of the service provider and this Department. Further, the said persons of the service provider shall not claim any employment, engagement or absorption in the Subordinate Judiciary of Tripura.

- 10) The service provider's persons shall not claim any benefit / compensation/ absorption/ regularization of service from/ in this office / Department under provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 and other related Act/ rules in force. Undertakings from the persons to this effect shall be required to be submitted by the service provider to this office/ Department.
- 11) The service provider's person shall not divulge or disclose to any person any details of office operation process, technical know-how, security arrangements, administrative/ organizational matters as all are confidential / secret in nature.
- 12) The service providers person should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of this Department. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- 13) The persons deputed in this office should not interfere with the duties of the any employees posted in the office/ Department.
- 14) The office/ Department may require the service provider to dismiss or remove from the site of work any person or persons employed by the service provider who may be incompetent or for his / her/ their misconduct and the service provider shall forthwith comply with such requirements. The service provider shall replace immediately any of its personnel if they are unacceptable to this office/ Department because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from this office/ Department.
- 15) The service provider has to provide photo Identity Cards to the persons employed by him / her for carrying out the work. This card is to be constantly with the persons while on duty in the office and in case of lost, should be reported immediately.
- 16) The service provider shall ensure proper conduct of his persons in this office premises and enforce prohibition of consumption of alcohol drinks, paan, gutka, smoking and loitering without work.
- 17) The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be responsibility of the service provider and the officer/ Department shall not be liable or responsible on any of these accounts towards any personnel of the service provider.
- 18) The service provider shall submit the bill in triplicate, in respect of a particular month in the first week of the following month along with payment voucher. The payment will be released by the third week of the following month after deduction of taxes deductible at source under the laws in force subject to availability of usual Fund.
- 19) The service provider shall provide all necessary stationery articles/equipment's etc. to the Sweeping & Cleaning personals to be engaged for this office.**
- 20) Payments to the service provider would be strictly on certification by the officer with whom the outsourced persons is attached that his / her service was satisfactory and as per his / her attendance shown in the bill preferred by the service provider.

- 21) No wage/ remuneration will be paid to any staff for the days of absence from duty.
- 22) The service provider shall arrange for a substitute well in advance, if there is any possibility of the person leaving the job due to his / her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
- 23) The service provider shall be contactable at all times and message sent by phone/ e-mail/Fax/ Special Messenger from this office / Department to the service provider shall be acknowledged immediately, on receipt on the same day. The service provider shall strictly observe the instructions issued by this office/ Department in fulfilment of the contract from time to time.
- 24) This office/ Department shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
- 25) That the Agency on its part and through its own resources shall ensure that the goods, materials and equipment etc. supplied to the personnel for discharge of duties assigned to them are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission and omission on the part of its staff and its employees, etc. If this office/ Department suffers any loss or damage on account of negligence, default or theft on the part of the employees/ agents of the agency, then the agency shall be liable to reimburse to this office/ Department for the same. The agency shall keep this office / Department fully indemnified against any such loss or damage.
- 26) This office / Department will maintain an attendance register in respect of the person deployed by the agency on the basis of which wages/ remuneration will be decided in respect of the person at the approved rates.
- 27) The successful bidder shall furnish a security deposit equivalent to **Rs.12,000/-(Rupees twelve thousand only)** against each of staff in the form of an account payee demand draft drawn in favour of the Drawing and Disbursing Officer, in the O/O the District & Sessions Judge, Sepahijala District, Sonamura from any scheduled/ commercial bank in an acceptable form. The security deposit shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the service provider. The security deposit will be forfeited in case the supply of manpower is delayed beyond the period stipulated by this Department or non-compliance of the terms of agreement by the service provider or frequent absence from duty / misconduct on the part of manpower supplied by the agency.
- 28) The successful bidder will enter into an agreement with this Department for supply of suitable and qualified manpower as per requirement of this Department on these terms and conditions. The agreement will be valid for a period of 12(twelve) months commencing from date of signing such agreement. The service charges/ rates quoted by the agency shall be entertained during the period of 12(twelve) months. Any statutory increase in wages/ DA, etc. during this period is to be absorbed by the service provider.
- 29) The service provider shall not assign, transfer, pledge or sub-contract the performance of service without the prior consent of this office/ Department.

30) However, 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 wages, etc. and any amount due to the agency from this office/ Department shall be forfeited by the office/ Department.

31) That on the expiry of the agreement, as mentioned above the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency it shall be the entire responsibility of the agency to pay and settle the same.

32) In the event of any dispute arising in respect of the clauses of the agreement, the matter will be referred to the District & Sessions Judge, Sepahijala District, Sonamura whose decision shall be binding on both the parties.

REENA
DEBBARMA

Pr Order
REENA DEBBARMA
Typed to my Dictation and corrected by me
Sonamura, Sepahijala, Tripura, 799131
2026.02.24 15:45:51+05'30'
(Reena Debbarma)
Judicial Magistrate 1st Class
-cum- Civil Judge (Jr. Divn.)
Sepahijala District Sonamura,
(Head of Office)