TERMS AND CONDITIONS

1. Descriptions of Malis to be provided by the contractor/agency.

Sr. No.	Name of Judicial Courts Complexes at	No. of Malis to be provided
1	Moga	2
2	Baghapurana	1
3	Nihal Singh Wala	1

PERIOD OF CONTRACT

2. The contract shall be for the period from 01.03.2026 to 28.02.2027. However contract can be extended further by the competent authority subject to satisfactory performance of the work.

DESCRIPTION OF WORK:

3. The contractor/agency etc. will be responsible for maintenance of entire Green area of the Judicial Court Complexes at Moga, Baghapurana and Nihal Singh Wala including on all days of week expect Sunday of all trees/plants planted, pots of plants and flowers and grass in the green area, landscaping, lawns etc. by intercultural works, watering, weed removal, plants pit preparation/maintenance, pruning, hedge trimming and timely addition of manure and fertilizer and planting of seasonal plants and flowers. Provide consumables as weedicide, organic manures, agro chemical, pesticides, fertilizer, anti termite and insecticides for plants, grass, pots.

(i) The malis shall remain present on each floor from 9:00 a.m to 5:00 p.m. for maintaining the green area, landscaping, lawns etc on all the floors of the complex. Timing may be changed as per requirement and cleaning at more frequent intervals and even on holidays and Sundays have to be done as directed by the office from time to time.

(ii) Tools/articles and consumables as weedicide, organic Manures, Agro Chemical, pesticides, fertilizer, Anti termite and insecticides shall also be provide by the contractor agency as per requirement.

(iii) Replacing all corridor floor wise indoor plants for the new session 2026-2027 for Moga headquarter and Sub-divisions.

(iv) The designated official(s) will inspect at least once each day and usually at 9.35 a.m., the work performed by the Agency in external/internal areas. The agency will be bound to rectify defects pointed out to him on the spot, failing which the District & Sessions Judge/Civil Judge (Sr. Division) will be entitled to take action as per the penalty clause.

4. The tools/articles, which will be provided by the agency/contractor to the malis for maintaining the Green area, landscaping lawns, and consumables as weedicide, organic Manures, Agro Chemical, pesticides, fertilizer, Anti termite and insecticides, must be of good quality.

5. The form(s) must be accompanied by refundable earnest money of Rs. 10,000/- (Rs. Ten Thousand only) in the shape of Bank Draft drawn on any schedule Bank in favour of the Civil Judge (Sr. Division), Moga. The amount of earnest money shall not be accepted through cheque and cash. The earnest money of the successful agency shall be converted into performance security and shall be refunded without interest after the faithful execution/completion of the contract.

6. Forms(s) received condition/telegraphic through fax, e-mail or without earnest money and submitted on the prescribed form shall not be entertained.

7. The Agency applying will also fill the prescribed form. “Bid should be put in a sealed envelope and superscribed by the Words “Bid for providing of maintenance of the of green area, landscaping, lawns, pots”. The agency submitted the bid should give maximum information regarding themselves and capabilities as they deem fit.

8. The agency must be registered company or licensed undertaking and must have sufficient experience in the field and preferably have experience in institution of similar kind and size and repute, where similar services have been provided by them.

9. The interested parties are required to visit the Court Complex on any working day between 10:00 a.m to 4:00 p.m with prior intimation to the clerk court of the office of Civil Judge (Sr. Division), Moga to ascertain the nature and extent of service to be provided.

10. Form(s) should only be signed by the authorized signatory along with the seal of the agency, company undertaking. The agency is free to quote rates for any or all units. Corrections/overwriting, if any should be authenticated under the signatures of the authorized person. However, the office reserves the right to palace the order in parts or as a whole to one or more agency.

11. The Authorities may like to have live demonstration by the agency and shortlist the parties on the basis of equipments, manpower and quality of material intended to be used, capability and suitability.

12. The finally approved and determined rates will remain in force initially

for one year from the date of award of contract with a provision to extend further for a year to year basis on the same rates or as may be negotiated mutually and approved by the office subject to the satisfactory performance and compliance of terms and conditions of contract. No request for the increase of rates will be entertained during the currency of contract. If the contract is extended after one year at the rates as determined as per the terms and conditions of the allotment in such case the agency shall be bound to continue to provide the services and under no circumstances the agency will be allowed to exit/quit during the course of extended contract period. In case of failure to comply with these conditions the earnest money shall stand forfeited automatically and shall also be liable to pay damages/compensation equal to the costs incurred by the office in making alternative arrangements besides the black listing of the agency.

13. The successful bidder shall also have to submit the security @ 10% of the tendered cost in the shape of FDR in favour of Civil Judge (Sr. Division) Moga, issued by a Nationalized Bank, which can be forfeited in case of any default, which shall be released/refunded after faithful execution/completion of the contract.

14. The rates would be quoted on the enclosed annexure/form containing area/specifications to be covered for providing requisite services for the period specified in period of contract both in figures as well as words. The rates quoted should be legible without any over writing or cutting.

15. The District & Sessions Judge or his authorized representative reserves his rights to negotiate the rates as well as the terms and conditions as it may deem necessary before allotting the contract.

16. Contractor will deposit the Employees Provident Fund and ESI from the wages of the laborers so engaged as per provisions of Minimum Wages act of Labour Department Punjab or relevant Acts from time to time if applicable and permissible as per Act/Rules.

17. The decision of the D&SJ or the officer designated by him with regard to the quality of work/services done by the contractor shall be final and acceptable to the contractor. The contractor will therefore rectify the defect so pointed out without any extra payment.

18. For the purpose of proper identification of persons deployed at various points contractor will himself issue them the identity cards/identification

documents duly approved by the D&SJ or the officer designated by him and they will by duly bound to display the identity cards at the time of duty. Contractor will not employ any person below the age of 18 year or the persons involved in any crime or connected with any case pending in any Judicial courts at Moga.

19. The wearing of uniforms by the Malis deployed for the duty in the Judicial Court Complexes shall be compulsory. The uniform as approved (to be approved by the District & Sessions Judge or the officer designated by him/her) colour coding will be supplied to them by contractor at his own cost. Any person found without uniform shall be charged up to 100/- per day as penalty for such lapse and penalty charges up to recovered from the monthly bill of the contractor. The D&SJ may however increase the account of penalty in the case (s) of repeated default as deemed fit.

20. The persons deployed by the contractor for the work shall be employees of the contractor for all intents and purpose and in no case there shall be any relationship of employer and employee between the said person and the Punjab Government/the department, either implicitly or explicitly. Contractor will ensure that employees are medically fit and free from communicable disease(s). The antecedents of the person to the provided by contractor will be got verified from the appropriate authority by contractor at his own level. The Agency will engage its own workers and equipments to execute the allotted work satisfactorily. Such persons engaged by the Agency shall be its employees for all intents and purpose. None of the staff or his/her of the agency shall have any right to lay any claim against the office for the death, injury, disability arising out of the work being carried in pursuance of this contract or any right to employment, damages dues or claim as of being workman of Judicial Complex. These workers of the Agency shall have to undergo Police Verification and the Verification report to this effect shall be submitted by the Agency to this office.

21. Contractor will be responsible for any kind of damage to the pots, electrical and other fixtures etc. while doing day to day work. Contractor will also be responsible for theft of any item by his labour form the office of rooms located on all the floors of the building (s).

22. Contractor will not sublet the work.

23. Contractor will maintain daily records of the names and the complete particulars of his workers which will be engaged by him for the cleaning

operation and daily report shall be sent to the Superintendent in the office of learned District & Sessions Judge, Moga.

24. Contractor will be responsible for the welfare of the malis/ manpower so engaged by him for the payment of wages and other statutory wares compensation and liabilities accruing to the employees engaged by him. Contractor also undertakes to remain responsible without any reference to any other authority for any kind of accident/mishap etc. with his employees and also for any civil and criminal liability incurred by the employees. The department will have no concern with any problem and liability incurred by the sweepers and other employees engaged by the contractor in any manner.

25. Inspection would be carried out on every Monday, Wednesday and Friday by the representative of the department. During such inspection the contractor or his authorized representative will accompany the officials/officers of the department. In addition, the department may carry out surprise inspection at any time during the week. In case of improper cleaning on any day penalty may be levied for occasion by the department up to an amount of 1000/-. Decision of District & Sessions Judge will be final in this regard.

26. Running payments will be made to the contractor on monthly basis. He will submit his bill on 1st day of every month. The payment will by made through cheque by the department only after satisfying itself regarding satisfactory conditions.

27. The department shall deduct income tax at source (T.D.S) at the stipulated rate of the payment to be made to the contractor from time to time under Section 194 (1) of the Income Tax Act, 1961. In case contractor/firm does not have PAN/TAN number, then he/it has to obtain the same within a period of 15 days form grant of contractor and copy of same be supplied to Nazir. The contractor will only be liable to pay all the applicable taxes to the government as per law.

28. In case of unsatisfactory work, the department will also have the right to terminate the contract after giving a notice of one week. Failure to discharge the contractual obligations or for providing interior quality of services continuously by the Agency. The office reserves the right to cancel the Contract and that will lead to blacklisting of the Agency for future contractor/tendering in the office upto five years and the security deposit shall be forfeited in whole. The contract if awarded for a specific period can be terminated at any time without assigning

any reason, including super-session of material facts or false representation by the office in respect of the information so furnished by it, whatsoever, even before the expiry of the contract period.

29. Contractor will take all reasonable precautions to prevent any unlawful acts or disorderly conduct of his employees so deployed and for the preservation of peace and protection of persons and property of the Judicial Courts Complexes at Moga, Baghapurana and Nihal Singh Wala.

30. In case any of the persons, so deployed by him/contractor do not come up to the mark or perform their duties properly or indulge in any unlawful act or disorderly conduct, contractor will take suitable action against such employees on the report of this office in this regard.

31. In case of any complaint/defect pointed by the authority concerned contractor will immediately replace the particular person so deployed without further arguments.

32. Contractor will be responsible to indemnify the office/department against all the loss caused to the Judicial Courts Complex at Moga, Nihal Singh Wala and Baghpurna whatsoever in respect of the employees deployed contractor at various points. Contractor will be responsible for paying the recovery of amount of any loss caused to the sanitary and public health fittings, electrical etc. of the Judicial Courts Complexes at Moga, Nihal Singh Wala and Baghapurana. In case any employee so deployed by contractor enters into dispute of any nature whatsoever. It will be contractor's responsibility.

33. Contractor shall be responsible for any profit or loss from the said work. No objection in this regard shall be heard by the department.

34. Without prejudice to the generality of the above the agency shall carry out such other jobs relating to the contract as may be assigned to it by this office from time to time without any delay

35. The agency will be required to ensure best services in maintaining and up keeping of green area, landscaping, lawns, pots and must have the equipments in good working conditions with them to provide intercultural works, watering, weed removal, plants pit preparation/maintenance, pruning, hedge trimming and timely addition of manure and fertilizer and planting of seasonal plants and flowers

36. The office reserve the right to get the service done from other parties at the cost of Agency, if the services provided by the Agency are not found as per

prescribed standard wholly or party.

37. The areas for maintaining green area is tentative and can be increase/decreased as per the requirement of the office. The office also reserves the right to withdraw any areas/unit and no compensation is payable for the same.

38. The office shall not in any manner be concerned with the internal affairs of the Agency i.e. Dispute and dissolution etc. or affairs concerning any other affairs between Contractor & workers between workers & workers or between contractor and third party and between workers/Contractor and third person including any employee of office or Advocates or any person concerned with office of Advocates or for any mishap during carrying of this job.

39. The Agency shall be duty to bound to render the maintenance services in respect of the area for which the contractor has been allotted to the entire satisfaction of the District and Sessions Judge/Civil Judge (Sr. Division).

40. The aforementioned terms and conditions shall be binding and operative between the Agency and the office.

41. The rates of wages to the Malis be determined as per the provisions of the Minimum Wages Act. Contractor will solely be responsible for compliance of all the legal provision w.r.t. Contractor and its employees without any reference to the office.

42. The Agency shall be liable for any loss to the office caused due to theft/breakage attributed to its employees/workers and representatives or for any other acts of omission or commission of its staff. The amount of penalty imposed will be recovered from the monthly bills of the Agency. Division of District and Sessions Judge, Moga will be final in this regard.

43. In case of non providing of services/inferior quality services, office reserves the right levy penalty on the Agency on the following counts:-

a) Breakdown of services for upto Rs.2,000/- per day.

44. The applicant shall also intimate the tax being applicable.

45. All disputes and differences between the parties to this agreement including interpretation of any condition or convenient thereof shall be referred for arbitration to the Presiding Officer, Family Court, Moga. The arbitration award shall be final and binding on the parties. The Venue of the arbitration proceedings shall be at Moga. Pending decision on dispute and until the arbitral award is published the parties shall continue to perform their respective

obligation under the agreement without prejudice to the final adjustment in accordance with award. The parties will not be entitled to raise any objection that the Arbitrator is officer of the department with which contract has been made.

Sd/-
Civil Judge (Sr. Divn.),
Moga.