

TERMS AND CONDITIONS

- a. That the agreement shall remain in force upto 28.02.2023. However, contract can be extended further by the competent authority subject to the satisfactory performance of the work/project by the Service Provider.
- b. The contractor/agency etc. shall be responsible for maintenance cleanliness of respective Judicial Courts Complexes at Hisar Headquarter and Sub Division, Hansi including surrounding area and for proper and efficient cleaning on all days of week except Sunday, of all floors including entrance, lounges, staircases/ramps, corridors, rooms, toilets, etc. including all sanitary fitting i.e. urinals, wash basins, glazed tiles, sinks, water coolers etc. with brooms and swabbing them with water mixed with detergent and liquid phenyl etc. including dusting of the Courts' diases and furniture, cleaning of rooms, terrace, projections, all approach roads, walls, removal of webs, cleaning of related parts parks and car garages and court rooms, retiring rooms, Record Rooms (including open and covered area) Staff rooms, common area, Balconies, bathrooms on all the floors alongwith roof terraces and façade of the entire building on the prescribed intervals as well as any other item. Equipments, fittings, furniture, fixtures including carpets mats etc. within the complex. Cleaning would include cleaning of buckets, wash basin, toilets seats and other items in toilets. Placing of fresh air fresheners, soap and toilet rolls in bathrooms/toilets. Cleaning of toilets, dry and wet scrubbing of floor area of the entire building dusting/cleaning of windows, doors, almirahs furniture, fans, tubes, electric fittings, sanitary fittings, glass, panes, windows panes equipments, computers and all appliances subservient to the use of the premises etc. so as to keep them stain free and removal of cobwebs. The cleaning agent shall be non acidic and non corrosive. It should not damage or diminish shine of any of the fittings and fixture. Without prejudice to the generality of the foregoing the agency shall be required to perform regular cleaning general duties.
 - i) That the toilets shall be cleaned at least twice a day and also as and when required.
 - ii) That all rooms shall be cleaned with broom and wet mop daily.
 - iii) That the waste baskets shall be emptied at least twice a day or as and when required.
 - iv) That outdoor broom, sweeping and garbage shall be disposed of twice a day.

- v) That the fire extinguishers shall be kept dust free at all times.
- vi) That window glasses/wire mesh shall be cleaned weekly/daily with Colin and Detergent or as and when required.
- vii) That floor scrubbing shall be made weekly, in addition, daily cleaning of rooms with black phenyl and detergent or as and when required.
- viii) That the doors/water buckets in each room shall be cleaned daily and weekly with water/ detergent or as and when required.
- ix) The electrical fitting shall be cleaned daily/fortnightly by dusting with cloth Colin/brushing as the case may be as and when required.
- x) That sanitary fixture like wash basins, Glazed tiles, A.C. W.C. Urinal floorings, Sinks, Waste Baskets, Mugs, Water Coolers etc. shall be cleaned with Acid with Acid /Vim once a week or as and when required.
- c. That material and articles i.e. Phenyl Liquid, Detergent Washing Power, Homocol Tablets, Acid, Liquid Soap, Collin, Odonil, Glass Duster, foam, Toilet Brush, Coarse Fibred Jaru(Jharu Bans), Fine fibred Jharu, Floor Duster, Hession Cloth etc. will be supplied by the Department to the Service Provider which shall be used for day to day sweeping, swabbing and cleaning operation at the site.

GENERAL TERMS AND CONDITIONS.

1. That the rates of the wages of all 07 Sweepers shall be determined as per the Minimum Wages Act of Labour Department.
2. That the contractor will provide the service even on holiday/Sunday only as and when required.
3. The Service Provider shall given enumeration to person deployed under Minimum Wages Act and shall transfer the enumeration to person Bank Account.
4. The Service Provider will deposit the Employee Provident Fund from the wages of the labourers so engaged as per terms and conditions of the minimum Wages Act of the Labour Department.
5. The penalty @ 2% of the monthly wages of the contract shall be imposed for non-commencement of the work. District & Sessions Judge, Hisar shall have the power to condone the delay, reduce or remit the penalty so imposed to any extent, on your written application, in case the grounds given by you are reasonable and satisfactory.

6. The decision of the District & Sessions Judge, Hisar with regards to the quality or work, services done by the Service provider shall be final and acceptable to the Service Provider. The Service Provider will thereof. Rectify the defect so pointed out without any extra payment.
7. For the purpose of properly identification of the persons deployed at various points the Service Provider shall itself provide them the Uniform, Identity Card. Identification Documents and they shall be duty bound to display the identity Cards at the time of duty.
8. The wearing of uniforms by the sanitation Staff deployed for duty in the Judicial Courts Complexes shall be compulsory. The Uniform as per approved colour coding will be supplied to them by the Service Provider at its cost. Any person found without uniform on duty shall be charged Rs. 50/- per day as penalty for such lapse and the penalty charges shall be recoverable from the Service provider from the monthly bill charges. The District & Sessions Judge Hisar may however, increase the amount of penalty in the case(s) or repeated default as deemed fit.
9. The persons deployed by the Service provider for the work shall be the employees of the contractor for all intents and purposes and in no case, there shall be any relationship of employer and employee between the said person and the Department, either implicit or explicit. The service provider shall ensure that employees are medically fit and free from communicable diseases. The antecedents of the person to be provided by the Service provider will be got verified from the appropriate authority at its own level.
10. The daily operation of sweeping, swabbing and cleaning of all the area as mentioned above shall be finished between 07:30 AM to 09:30 AM. Thereafter the sweepers shall remain present from 10:00 AM to 5:00 PM for maintaining the level of cleanliness.
11. Supervisor of the service provider shall also remain present till 03:00 PM every day at the site for attending the complaints regarding sweeping, swapping and cleaning of the building. The persons deployed by the service provider shall only be meant for working at Court premises and those persons shall not be assigned any other work at other sites by service provider.
12. All the waste papers collected during cleaning operation shall be placed at the place provided by the department daily.

13. The service provider will be responsible for any kind of damage to the furniture, electrical & sanitary fixtures etc. while doing day to day works of sweeping swabbing and cleaning. It will also be responsible for theft of any item by its labourer from the office rooms of the building.
14. The service provider shall not sublet the work.
15. The service provider will be responsible for the antecedents of the sweepers and the employees to be engaged by it for day to day cleaning operation. It will maintain daily records of the names and the complete particulars of its workers which will be engaged for the cleaning operation and daily report shall sent to the District & Sessions Judge, Hisar through Office Superintendent.
16. The service provider will be responsible for the welfare of the sweepers and the employees so engaged by it such as payment of wages, any type of accident/mishap etc. The department will have no concern with any problem of the sweepers and other employees so engaged by the service provider.
17. The District & Sessions Judge, Hisar shall be at liberty to carry out inspection at any time by himself or through his representative of the department, without any prior notice. During such inspection authorized person of the service provider will accompany the officials/officers of the Department. In case of improper cleaning on any day, penalty may be levied for the occasion by the Department up to an amount of Rs. 1000/-. Decision of the District & Sessions Judge or the Hon'ble High Court of Punjab & Haryana will be final in this regard.
18. Running payments will be made to the Service provider on monthly basis. The Service Provider will submit its bill on 1st day of every month. The payment will be released by the department only after satisfying itself regarding satisfactory cleaning of the building during the month as per terms and condition.
19. All payments made by the Department shall be subject to deduction of tax, wherever applicable as per the provisions of the Income Tax Act, 1961.
20. In case of unsatisfactory work, the District and Sessions Judge, Hisar will also have the right to terminate the contract after giving a notice of one week.

21. The service provider will take all reasonable precautions to prevent any unlawful acts or disorderly conduct of its employees so deployed and or the preservation of peace and protection of persons and property of Department.
22. In case of persons, so deployed by the service provider do not come up to the mark or perform their duties properly or indulge in any unlawful acts or disorderly conduct, the service provider will take suitable action against such employees on the report of the Department.
23. In case of any complaint/defect pointed out by the Department, the same will be immediately replaced the particular person so deployed without further arguments.
24. The Service Provider will keep the Department indemnified against all the loss caused to the Government Property by way of theft, mishandling or otherwise and the claims whatsoever in respect of the employees deployed by its at various points. The Service Provider will be responsible for payment the recovery of amount of any loss caused to the sanitary and public health fittings, electrical etc. of the Judicial Court Complex.
25. The Service Provider shall provides services of 07 sweepers as per the agreement on each and every working day, failing which the Department shall have the right to deduct the wages of the absentee sweeper from the monthly bills.
26. The Service Provider shall furnish a personal guarantee of its Managing Director/Partner, Guaranteeing the due performance by the Service Provider of its obligations under this agreement.
27. The Service Provider being the employer in relation to persons engaged/employed by it to provide the services under this agreement shall alone be responsible and liable to pay wages salaries to such persons which in any case shall not be less than the minimum wages as fixed or prescribed under the Minimum Wages Act, 1948 (Act XI of 1948) for the category of workers employed by it from time to time or by this State Government and or any authority constituted by or under any law. He will observe compliance of all the relevant labour laws.
28. The Service Provide will have to produce the register of wages or the register of wages-cum-master roll of the proceeding month alongwith the bill to be submitted on the 1st day of every calendar month for verification to the nominated official of Department. The Service


Provider shall ensure that payment to these employees is made in the present of an authorized representative of the Department.

29. It is understood between the parties hereto that the Service Provider alone shall have the right to take disciplinary action against the person(s) to raise any dispute and/or claim whatsoever against Department. Department shall under no circumstances be deemed to treated as the employer in respect of any persons engaged employed by the Service Provider for any purpose, whatsoever no would Department be liable for any claim(s) whatsoever, of any such person(s).
30. The Service Provide shall be liable to make payment to its said employees towards their monthly wages/salaries and other statutory dues like Employees Provident Fund. Employees State Insurance and minimum wages, bonus, gratuity etc.
31. Service Provider shall obtain all registration(s)/ permission(s)/Licence (s) etc., which are may be required under any labour or other legislation(s) for providing the services under the agreement.
32. It shall be the Service Provider's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the services under this agreement. The Service Provider indemnifies and shall always keep Department indemnified against all losses, damages, claims action taken against Department by any authority/office in this regard.
33. The Service Provider shall maintain accurate accounts and records statements of all its operation and expenses in connection with its functions under this agreement is the manner specified by the Department.
34. The Service Provider shall forthwith upon being required by the Department allow Department or any of its authorized representatives to inspect, audit or take copies of any records maintained by the Service Provider. The Service Provider shall also cooperate in good faith with Department to connect any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the Department. However, upon discovery of any discrepancies or under payment, the Service Provider shall immediately reimburse the Department for such discrepancies or overcharge.

35. The Service Provider shall at its own expenses make good any loss or damage suffered by the Department as a results of the acts of commission of omission, negligently or otherwise of its personnel while providing the said services at any time to the premises of the Department or otherwise.
36. The Service Provider shall at all times indemnify and keep indemnified that Department against any claim on account of disability death of any of its personnel caused while providing the Services within outside the site or other premises of the Department, which may be made under the Workmen's Compensation Act, 1923 or any other Acts or any other Statutory modifications thereof or otherwise in respect of any claim for damage or compensation payable in consequences of any accident or injury sustained by the working of their personnel or in respect or any claim, damage or compensation under labour laws or other laws or rules made there under by any person whether in the employment of the Service Provider or not, who provided or provides the services at the site or any other premises of the Department shall be as provided hereinbefore.
37. The Service Provider shall at all time indemnify and keep indemnified the Department against any claim by any third party for any injury, Damage to the property or person of the third party or for any other claims whatsoever for any acts of a commission or omission of its employees or personnel during the hours of providing the Services at the Department's premises or before and after that.
38. The successful bidder shall also have to submit the security @ 10% of the total contractual amount in the shape of FDR issued by a Nationalized Bank, which can be forfeited in case of any default. The said FDR shall be released/refunded after successful completion of the contract.
39. In the event of failure of the Service Provider to provide the services or part thereof as mentioned in this agreement for any reasons whatsoever, the Department shall be entitled to procure services from other sources and the Service Provider shall be liable to pay forthwith to Department the difference of payments made to such other sources, besides damages at double the rate of payment.
40. The Service Provider shall not claim any damages, costs, charges, expenses, liabilities arising out of performance non-performance of services, which it may suffer or otherwise incur by reason of any act of omission, negligence, default or effort in judgment on part of itself and

- or its personnel in rendering or non-rendering the services under the agreement.
41. The Department can terminate this agreement by giving one week written notice to the Service Provider without assigning any reason and without payment of any compensation thereof.
 42. If Service Provider commits breach of any covenant of any clause of this agreement Department may send a written notice to the Service Provider to rectify such breach within the time limit specified in such notice. In the event Service Provider fails to rectify breach within the stipulated time, the agreement shall forthwith stand terminated and Service Provider shall be liable to pay for losses or damages on account of such breach.
 43. The Department shall have the right to immediately terminate this agreement if the Service Provider becomes insolvent, ceases its operation, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefits or creditors.
 44. The agreement is executed on the basis of the current management structure of the Service Provider. Henceforth, any assessment of this agreement in part or whole, to any third party without the prior written consent of Department shall be a ground for termination of this agreement forthwith.
 45. The Service Provider shall furnish to the Department all the relevant papers regarding its constitution, names and addresses of the management and other key personnel of the Service Provider and proof of its registration within the concerned Govt. authorities required for running such a business or Service Provider.
 46. The Service Provider shall always inform Department in writing about any change in its address or the names and addresses of its key personnel. Further, the Service Provider shall not change its ownership without prior approval of the Department.
 47. All disputes and differences between the parties to this agreement relating to or arising out of or concerning this agreement including interpretation of any condition or covenant thereof shall be referred for arbitration to the Principal Judge, Family Court, Hisar. The arbitration award shall be final and binding on the parties. The venue of the arbitration proceedings shall be at Hisar. During the pendency of arbitration process 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 contact has been made.


District and Sessions Judge,
Hisar.