Annexure-A (Terms and Conditions)

A) **DESCRIPTION OF WORK:-** Maintenance/cleanliness of entrance gates on all floors of Judicial Courts Complex at the District Headquarters, Fazilka as well as Judicial Courts Complexes at Sub-Divisions Jalalabad (w) and Abohar. Proper and efficient cleaning on all working days, of these floors which includes entrances lounges, cat walks/ramps, Corridors, Rooms, Toilets (including all sanitary fitings i.e Urinals, wash basins glazed tiles, sinks, water coolers, etcetera with brooms and swabbing them with water mixed with detergent Hyrdochloric acid and liquid phenyl etcetera). This also includes cleaning of windows, dusting of the Courts rooms, cleaning of window panes, room doors, terraces, all approach roads, passages, walls, removal of webs, cleaning of related parts/parks and car garages.

B) **PERIOD OF CONTRACT:-** The contract shall be for a period 01.04.2026 to 31.03.2027 for the cleanliness of Judicial Courts Complex at the District Headquarters, Fazilka as well as Judicial Courts Complexes at Sub-Divisions, Jalalabad (w) and Abohar, on execution of an agreement in this regard.

C) **REGULAR CLEANING GENERAL DUTIES:-**

In general, the following duties shall be performed by the sanitation staff of specified area of their deployment subject to further instructions of this office. All types of cleaning work at the Judicial Courts Complex at places indicated above falling under the purview of this contract will be taken care of.

1. The contractor shall depute at least one person outside each public toilet made in Judicial Courts Complex at Fazilka Headquarter as well as at Sub-Divisions, Jalalabad (w) and Abohar from 09:00 A.M. to 5:00 PM. That worker shall be responsible for sanitation/cleanliness of toilets/bathroom after every half an hour. He/ She shall also take care of fittings and fixtures provided there in. No money will be charged from persons using Public toilets.
2. All rooms to be cleaned with broom and wet mop daily.
3. Waste baskets to be emptied at least twice a day or when required.
4. Outdoor broom sweeping and garbage disposal twice a day.
5. Fire extinguisher to be kept dust free at all times.
6. Window Glasses/wire mesh are to be cleaned weekly and in addition as and when required with Colin and detergent.
7. Floor scrubbing is to be done weekly. In addition, daily cleaning of rooms with black phenyl and detergent or in addition as and when required.
8. Outside/Ramps/Cat Walks are to be cleaned weekly with water and in addition as and when required.
9. Doors/Windows/other fixtures/water buckets etc. in each bath room are to be cleaned weekly with water/detergent or in addition as and when required.
10. All Electrical fittings are to be cleaned with cloth Colin/brushing as the case may be fortnightly or in addition as and when required by dusting.

11. China Wares/Sanitary fixtures like wash basins, Glazed tiles, Urinal flours, sinks, Waste baskets, Mugs, Water coolers, ACs etc. are to be cleaned with Hydrochloric Acid/Vim once a week or in addition as and when required.

12. The contractor will engage its own workers and equipment's to execute the allotted work satisfactorily. ***The minimum strength of such employees/ workers of the contractor shall be as under, excluding one Supervisor each at all the three places mentioned below:-***

(i) ***The contractor shall provide 15 workers at Headquarter Fazilka (1 Supervisor + 15 workers)***

(ii) ***The contractor shall provide 6 workers at Sub Division Jalalabad (1 Supervisor + 6 workers)***

(iii) ***The contractor shall provide 7 workers at Sub Division Abohar (1 Supervisor + 7 workers)***

13. It shall be responsibility of the contractor regarding the character antecedents of Sweepers so employed and if any of them commits any mischief in the Courts complex, the contractor shall be liable for that act.

D) <u>LIST OF MATERIAL AND ARTICLES</u>:-

The following material and articles will be supplied by the contractors himself and will be used by his staff for day to day sweeping, swabbing and cleaning operations at the site.

Sr. No.	**Name of the Material**
1.	Phenyl Liquid/Pills
2.	Detergent Washing Powder
3.	Napthalene Balls
4.	Hydrochloric Acid
5.	Liquid Soap
6.	Colin
7.	Glass Duster
8.	Odonil
9.	Foam
10.	Toilet Brush
11.	Coarse Fibred Jhru (Jharu Bans)
12.	Fine Fibred Jharu
13.	Floor Duster
14.	Hessian Cloth
15.	Tissue paper/Liquid soap to be placed in the Bath room of Judges.
16.	Pocha

<u>GENERAL TERMS AND CONDITIONS</u>:

1. The rates of wages to the sweepers and the supervisors shall be

determined as per the provisions of the Minimum Wages Act and not below the DC rate for the financial year 2026-2027.

2. Contractor will deposit the Employees Provident Fund and ESI from the wages of the labourers so engaged as per provisions of Minimum Wages Act or relevant Rules/Acts applicable from time to time. The payment to the contractor shall be made on furnishing proof regarding deposit of ESI and EPF amount of the working staff by the contractor and the wages paid to Sweeper or Supervisor by the contractor shall not be less than the rates fixed by the Deputy Commissioner, Fazilka from time to time. If, in any case, any Sweeper or Supervisor remains absent from the duty, then the wages will be proportionally reduced from the monthly payment payable to the contactor.

3. COC of the office of Civil Judge (Sr. Divn.), Fazilka and Nazir of respective Sub-Divisions, as the case may be, shall maintain the record of attendance of the Sweepers and Supervisor engaged by the contractor and the same shall be transmitted to the office of undersigned by the 2nd of the following month for processing payment of the amount to the contractor.

4. The penalty @ 2% of the monthly value of the shall be imposed for non conumencement/non performance of the work. The District & Sessions Judge, Fazilka, shall have the power to condone the delay, reduce or remit the penalty so imposed to any extent, on written application of the contractor, in case the authority competent to do so finds that the grounds given by the contractor are reasonable und satisfactory.

5. The decision of the District & Sessions Judge with regard to the quality of work services delivered by the contractor shall be final and acceptable to the contractor. The contractar will, therefore, rectify the defect so pointed out without any extra payment.

6. For the purpose of proper identification of persons deployed at various points, contractor will issue identity cards/indentifications documents to them duly approved by The District & Sessions Judge or Civil Judge (Senior Divison) and they shall be duty bound to display the identity cards during duty hours. The contractor shall not employe any person below the age of 18 years or the person(s) involved in any crime and whose case is pending in any Judicial courts of Sessions Division, Fazilka.

7. Wearing uniform by the sanitation Staff deployed for the duty in the Judicial Courts Complex shall be compulsory. The uniform as approved (to be approved by the District & Sessions Judge/Civil Judge (Sr. Division)) and colour codingwill be supplied to them by the contractor at his own costs. Any person found without uniform or absent shall be penalized upto Rs.100/- per day for each which shall be recovered from the contractor from the monthly bill. The District & Sessions Judge/Civil Judge (Sr. Division) may however increase the amount of penality in case of repeated default.

8. The persons deployed by the contractor for the work shall the employee of the contractor for all all intents and purposes and in no case, there shall be any relationship of employer and employee between the said persons and the Government either inplicitly on explicitly. Contractor will ensure that persons to be deployed at work are medically fit and free from comunicable disease(s) and their antecendents shall be got verified from the appropriate authority by the contractor at his own level.

9. Contractor will deposit the refundable security @10% of the annual tenders cost which can be forfeited in case of any default.

10. The operation of sweepings, swabbing and cleaning of all the area as mentioned above shall be finished between 07:00 AM to 08:45 AM. Thereafter, the sweepers shall remain present on each floor from 10:00 A.M. to 05:00 PM for maintaining the cleanliness by repeatedly swabbing the floor and cleaning the urinals & toilets. An authorized Supervisor shall remain present from 10:00 AM to 05:00-PM every day at site. His authorized representative shall remain available from 07:00 AM to 05:00 PM. for attending the complaints regarding sweeping, swabbing and cleanliness of the building.

11. All the waste paper collected during cleaning operations shall be placed at the place provided by the department daily and its disposal shall be the sole responsibility of contractor.

12. Contractor will be responsible for any kind of damage to the furniture, electrical & sanitary fixtures etcetars, while doing day to day works of sweeping, swabbing and cleaning. Contractor will also be responsible fortheft of any itemby his worker from the office rooms located on all the blocks of the building.

13. Contractor will not sublet the work.

14. Contractor will maintain daily records of names of sweepers and complete work assigned to them by him for the cleaning operation and daily report in matter shall be sent to the Civil Judge (Sr. Divn), Fazilka.

15. Contractor will be responsible for the welfare of the sweepers and the employees so engaged by him such as payment of wages or any type of accident/mishap etc. The department will have no concern with any such problem of the sweepers and other employees so engaged by the contractor. In case, of absence of any worker, suitable subsitute will be provided by the contractor at his own level, falling which a penality of Rs.200/- per day for each absent shall be charged from the contractor.

16. Inspection would be carried out by the representative of the department During such inspection contractor or his authorized representative will accompany the official/officer of the department at that time. In the event of cleaning work found not done properly, penelty upto Rs.1000/- shall be imposed upon the contractor for each such occasion.

17. Running payments will be made to the contractor on monthly basis. He will submit his bill on 1st day of every month following the month for which it is payable. 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 conditions. No interest will be payable in case any delay occurs in payment to the contractor for want of receipt of funds, for want of sanction or some other administrative problems, but the contractor shall not withhold the wages of sweepers and supervisor so engagaged by him for such purpose, irregularity would be vested by the appropriate penalities as deemed by the competent authority.

18. The department shall deduct income tax at source (T.D.S) of the payment to be made to the contraetor amended from time to time under section 194 C (1) of the Income Tax, 1961.

19. In case of poor performance of the contractor the department shall have the right to terminate the contract at any time after giving a notice of one week.

20. Contractor shall take all ressonable precautions to prevent any unlawful acts by his employees an deployed for the work and for the preservation of peace and protection of persons and property of the Judicial Court Complex and for any lapse by them, contractor himself shall be responsible.

21. Contractor will keep this office indemnified against all the losses caused to the Government property by way of theft, mishandling or otherwise and the claims whatsoever in respect of the employers deployed by contractor at various points. Contractor will be responsible for making good the loss caused to the sanitary and public health fittings, electrical etc. of the Judicial Court Complexes. All disputes shall be subject to jurisdiction of Fazilka Court.

22. Arbitration Clause:- The District & Sessions Judge, Fazilka shall be the sole arbitrator. The language of the arbitration proceeding shall be English. The Arbitration Award shall be final and binding on the parties. The venue of the Arbitration proceedings shall be Fazilka. Pending decision on a dispute and until the arbitral award is published the parties shall continue to perform their respective obligations under the agreement without prejudice to the final adjustment in accordance with award. The contractor will not be entitled to raise any objection that the Arbitrator is officer of the Department with which contract has been made by the contractor.

Dated:17.02.2026.

Sd/-
Civil Judge (Senior Division),
Fazilka.