TERMS AND CONDITIONS

DESCRIPTION OF WORK

Maintenance/cleanliness of entrance gates, Ground Floor, Ist Floor, IInd floor, terraces/roof tops as well as VIP Entry side, Public entry side, entrance lounges, parks and open area of Judicial Courts Complex Sub Division, Bilaspur. Proper and efficient cleaning on all days of week except Sunday of these floors which includes entrance lounges, Corridors, staircases, rooms, terraces/roof tops, lavatories including all sanitary fittings viz. urinals, wash basins, glazed tiles, sinks water coolers etc. and swabbing them with water mixed with detergent and liquid phenyl etc. This also includes cleaning and dusting of doors, fans, air conditioners, exhaust fans, windows, panes, grills, court rooms, staff rooms, terraces, removal of webs, sweeping of corridors, projections, all approach roads, walls, parks and open area etc. and cleaning of related areas.

AREA OF JUDICIAL COURTS COMPLEX

Sr. No.	Description	Area (Sq. Meter)
1.	Constructed area of Judicial Courts Complex including roof-top	5415.00 sqm
2.	Parking area of Judicial Officer as well as Staff members (open/covered)	3503.47 sqm
3.	Complete open area including garden.	6098.45 sqm
4.	Area of Litigants hall including roof-top	588.83 sqm
5.	Malkhana (covered area)	136.11 sqm
	Total area (covered+open)	**Total Covered area=6109.94 sqm** **Total open area=9601.92 sqm**

PERIOD OF CONTRACT :

That the Contract shall come into force w.e.f. _____ and shall remain in operation for a period of one year unless rescinded in accordance with the terms and conditions contained hereunder. However contract can be extended further subject to satisfactory performance of the work/project by competent authority.

REGULAR CLEANING-GENERAL DUTIES

In general the following duties shall be performed by the Sanitation staff of specific area of their deployment subject to further instructions. 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. Public toilets to be cleaned at least thrice a day and also as and when required. Toilets of chambers of Judicial Officers to be cleaned twice a day and also as and when required.

2. All rooms to be cleaned with broom and wet mop daily.

3. Waste baskets to be emptied at least twice a day or as and when required.

4. Outdoors broom sweeping and garbage disposal twice a day.

5. Fire Extinguishers to be kept dust free at all times.

6. Window Glasses/Steel Grills are to be cleaned weekly/daily with Colin and Detergent or as and when required.

7. Floor scrubbing is to be done weekly. In addition, daily cleaning of rooms with black phenyl and detergent or as and when required.

8. Doors/water buckets in each room are to be cleaned daily and weekly with water/detergent or as and when required.

9. All Electrical fittings are to be cleaned daily/fortnightly by dusting with cloth Colin/brushing as the case may be as and when required.

10. China Wares/Sanitary fixtures like wash basins, Glazed tiles, W.C., Urinal flooring, Sinks, Waste baskets, Mugs, Water coolers etc. are to be cleaned with Acid/Vim once a week of as and when required.

11. The Service provider would ensure that each of the sweeper will have proper kits to enable him/her to perform duties properly and regularly.

LIST OF MATERIAL AND ARTICLES

The Service Provider will provide the following cleaning items/agents of the brands specified against each: -

Sr. No.	Description	Brand
1.	Bathroom/Toilet/Washroom cleaner/disinfectant	Lizol, Harpic, Domex Pineol
2.	Floor/Hard surface cleaner	Taski R2, MPC
3.	Sanitary Cubes	Odonil/ Any other reputed brand
4.	Soft Broom	Gala/Imported
5.	Dustpan	Cello/Imported
6.	Floor Mop	
7.	Detergents	Vim/ Prill
8.	Urinal Screens	Imported/Diversey
9.	Scrotch Brite	Imported/3M
10.	Detergent Powder	Fena/ Ghadi/ Wheel
11.	Wipers	Supreme/Any other reputed brand
12.	Napthelene Balls	Imported
13.	Handwash	H100/Dettol/ Softcare
14.	Brooms	Soft/Hard
15.	Duster	Cheek/Glass/Yellow
16.	Bucket & Mug	Cello/Any other reputed brand

17.	Room Freshener	Odonil/Godrej
18.	Mosquito Repellents	Allout and Hit Spray

GENERAL TERMS AND CONDITIONS

1. The rates of the wages to the sweepers and the supervisor shall be determined as per the new Nigam wage rates as prescribed by the Government of Haryana vide letter dated 06.09.2024, as amended from time to time. The Service Provider shall alone be responsible for compliance of all Labour Legislations (as amended from time to time), Contract Labour (Regulation and Abolition) Act 1972, Minimum Wages Act 1948. Payment of Wages Act 1936. Workmen Compensation Act, Employees Provident Fund/Miscellaneous Provisions Act 1954, Employee State Insurance Act 1948, Payment of Bonus Act 1965 and Payment of Gratuity Act 1972. Order and Notifications issued/made there under from time to time. It shall be sole responsibility and liability of the 'Service Provider' to defend any action or infringement of any statutory provision and to bear the cost of defending such actions.

2. The Service Provider will be paid Rs.1,24,289/- per month (i.e Rs. 17,550x06Sweepers+E.P.F.+ESI+Service Charges+Material LWF), being the lowest rate quoted and approved by Hon'ble High Court.

3. The payment to be paid by the service provider per person shall be as under:-

NIGAM WAGE RATES AS APPLICABLE TO DISTRICT

YAMUNA NAGAR (CATEGORY-II)

Basic Rs. 18,450/-

EPF @ 12%	Rs. 2,214/-
ESIC @ 0.75%	Rs 138/-
Total Deduction	Rs. 2,352/-
Net Pay	Rs. 16,098/-

(Wages have been calculated as per letter bearing memo No.HKRNL/Finance/1683 dated 12.09.2025 of Haryana Kaushal Rozgar Nigam Limited, conveyed by Hon'ble Punjab & Haryana High Court vide letter bearing No.40 Spl. E.II/VII.B.4/3-E dated 14.01.2026)

4. The Service Provider will submit in writing to this office by 22nd of every month that he has complied with all the statutory obligations i.e. EPF, ESI, Service Tax etc. for the preceding month, in the following format alongwith proof:-

"Undertaking for payment of Statutory obligations/ Liabilities certified that I/we have accepted and received payment of Rs._____ vide Bill No. _____ dated _____ for providing Sanitation/Cleanliness services to the Department out of Rs._____ paid to concerned or deposit in concerned Departments. I/we shall deposit this certificate every month. Detail of which is an under.

Salary to _____employees	=	*Rs._____*
EPF	=	*Rs._____*
ESI	=	*Rs._____*
LWF	=	*Rs._____*
Service Charge	=	*Rs._____*
CGST+ SGST	=	*Rs._____*
Enclose Relevant Records/Challan Total	=	*Rs._____*

5. The service provider will provide manpower of six sweepers including at least two females, skilled in the field.

6. The Service Provider will ensure that the persons engaged shall not be below the age of 18 years and the persons so engaged shall be sound in health and capable of performing their work as per instructions.

7. The list of workers deployed by the "Service Provider" including the name of the worker with complete particulars indicating name, age, home address, qualifications including one photograph along with the copies of identity cards and a certificate regarding medical fitness and having no criminal police record, as referred in the clauses above would be submitted by the Service Provider within 15 days of allotment of the work and would also intimate the office of any subsequent change in this regard, immediately.

8. Penalty @ 2% of the monthly value of the contract shall be imposed for non-commencement of the work. This office shall have the power to condone the delay, reduce or remit the penalty so imposed to any extent, on written application of the Service Provider, in case the authority competent to do so finds that the grounds given by Service Provider are reasonable and satisfactory.

9. The decision of the District & Sessions Judge, Yamuna Nagar with regard to the quality or work/services done by the service provider shall be final and acceptable to the service provider. The service provider will therefore, rectify the defect so pointed out without any extra payment.

10. For the purpose of proper identification of the persons deployed at various points, service provider will himself issue them the Identity

Cards/identification documents and they shall be duty bound to display the Identity Cards at the time of duty.

11. The wearing of uniforms by the Sanitation staff deployed for duty in the Judicial Courts Complex, Bilaspur shall be compulsory. The uniform as per approved colour coding will be supplied to them by the service provider at his cost. Any person found without uniform on duty shall be charged Rs.50/- per day as penalty for such lapse or penalty charges shall be recovered from his administrative charges from the monthly bill. The District & Sessions Judge, Yamuna Nagar may however increase the amount of penalty in the case(s) or repeated default as deemed fit.

12. The persons deployed by the Service Provider for the work shall be under the overall control and supervision of the Service Provider for all intents and purposes and in no case, there shall be any relationship of employer and employee between the said person and this office, either implicity or explicity The service provider will ensure that employees are medically fit and free from communicable disease The antecedents of the persons to be provided by the service provider will be got verified from the Police at his own level.

13. The service provider will deposit the refundable security @ 10% of the tendered cost which can be forfeited in case of any default.

14. The daily operation of sweeping, swabbing and cleaning of the entire area shall be done thrice a day i.e. morning (before court hours), noon and evening. Moping of the floor shall be done at least three time and may be more than, if required. The supervisor/authorized representative of the service provider shall remain available at site

everyday for attending the complaints regarding sweeping, swabbing and cleaning of the building.

15. All the waste papers collected during cleaning operation shall be placed at the place provided by the department daily.

16. 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. He will also be responsible for theft of any item by his labour from the office rooms located on all the floors of the building. Decision of District & Sessions Judge in this regard shall be final.

17. The service provider will not sublet the work.

18. The service provider will be responsible for the antecedents of the sweepers and the employees to be engaged by him for day to day cleaning, operation. He 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 sent to the Naib Nazir of the office of Additional Civil Judge (Sr. Divn.), Bilaspur, who will mark the attendance of the Sweepers.

19. The service provider will be responsible for the welfare of the sweepers and the employees so engaged by him such as payment of wages, any type of accident/mishap etc. The department will not be concerned with any problem of the sweepers and other employees so engaged by him.

20. Inspection would be carried out weekly on any day by the representative of the office. During such inspections, the service provider 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 neglect in work, penalty may be levied by the department upto an amount of Rs.1,000/-. Decision of the District & Sessions Judge, Yamuna Nagar will be final in this regard.

21. Running payments will be made to the Service Provider on monthly basis. The payment will be released by the department only after satisfying itself regarding satisfactory work of the Sweepers during the month as per terms and conditions.

22. The department shall deduct income tax at source (T.D.S.) @ 2% of the payment to be made to the service provider from time to time under section 194C(1) of the Income Tax Act. 1961.

23. In case of unsatisfactory work, the department will also have the right to terminate the contract after giving a notice of one week.

24. The service provider 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 Complex, Bilaspur.

25. In case any of the persons, so deployed by the service provider, do not come upto the mark or perform their duties properly or indulge in any unlawful acts or disorderly conduct, he will take suitable action against such employees on the report of the office.

26. In case of any complaint/defect pointed out by the office, the service provider will immediately replace the particular person so deployed without further delay.

27. The service provider will keep the Judicial Courts Complex, Bilaspur indemnified against all the loss caused by his employees to the department's property by way of theft, mishandling or otherwise and the claims whatsoever in respect of the employees deployed by him at various points. He will be responsible for paying up the amount of any loss caused to the sanitary and public health fittings, electricals etc. of the Judicial Courts Complex, Bilaspur, as per assessment made by the District & Sessions Judge, Yamuna Nagar.

28. This office shall have further right to adjust or readjust or deduct any of the amount as aforesaid from the payments to be made to the Service Provider under this contract or out of the security deposit by the service provider.

29. The payment of the amount agreed to shall be made to the Service provider on the basis of the monthly bill raised by him and duly supported with the verified vouchers/reports by the concerned officers being authorized for the purpose by the Department.

30. In view of the directions given by Hon'ble High Court in order dated 31.05.2022 passed in CWP No. 5909, 8306, 8365 10805, 13362, 13458, 13551, 13963, 14346, 16228 and 16473 of 2022, Sh. Manish Kumar, who was employed as Sweeper on contract basis at Sub Division, Bilaspur and whose services were dispensed with, be first adjusted.

31. Rates quoted in the tender will remain unchanged during the contractual period. Under no circumstances rates revision will be allowed.

32. The tenderer shall examine all the instructions, terms and conditions and specifications in the tendered document. Failing to furnish

any information required by the tenderer, in any respect, shall be at his own risk and may result in the rejection of the tender.

33. MODE OF PAYMENT

a) The office shall make payment subject to the satisfactory performance of the service as well as compliance of all the terms and conditions of the agreement to the Company as per prevalent New Nigam Wage rates per month.

b) The payment will be processed on monthly basis after due verification. Payment of each month will be released within 15 days of submission of the bill of each month.

c) The Service Provider should be registered under GST and it will submit the GST challan along with the monthly bill.

d) The Service Provider must be a registered entity with EPF and ESI, wherever required as per law.

e) The Service Provider should comply the statutory obligations like EPF/ESI/Service Tax/ GST Tax etc.

f) The Service Provider will maintain its Current Bank Account with any nationalized bank in Yamuna Nagar, so that payment of bills may be made by the office in the said Bank Account.

g) The Service Provider will make the payment of wages to the sweepers so engaged by him in their bank accounts through RTGS/NEFT etc. and attach proof of payment to Sweepers alongwith his bill.

34. The contract may be terminated on any of the following contingencies: -

a) On the expiry of the contract period.

b) a notice at any time during the continuance of services, in case the services rendered by the service provider are not found satisfactory and in conformity with the general norms and the standard prescribed for the services.

c) For committing breach of any of the terms and conditions of the contract by the service provider.

d) On assigning the contract or any part thereof or any benefit or interest therein or there under by him to any third person for sub-letting the whole or a part of the contract to any third person.

e) The service provider on being declared insolvent by competent Court of law. During the notice period for termination of the contract, in the situation contemplated above, he will keep on discharging his duties as before till the expiry of notice period. It shall be duty of service provider to remove all the persons deployed by him on termination of the contract on any ground whatsoever and ensure that no person create any disruption/hindrance/problem of any nature.

35. In case, the service provider wants to terminate the contract, two month's notice will have to be given to this office.

Ranjana Aggarwal
ADSJ-cum-Chairperson
Procurement Committee, District
Courts, Yamuna Nagar at Jagadhri