

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, Sangrur as well as Judicial Courts Complexes at Sub-Divisions,Dhuri, Sunam, Malerkotla and Moonak. Proper and efficient cleaning on all working days, of all floors which includes entrances lounges, cat walks/ramps, corridors, rooms, toilets (including all sanitary fittings 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, projections, all approach roads, passages, walls, removal of webs, cleaning of related parts, parks and car garages.

JUDICIAL COURTS COMPLEX, HEADQUARTERS SANGRUR

<u>Floor</u>	<u>Covered Area (in square feet)</u>
Ground Floor	28,546
1 st Floor	28,546
2 nd Floor	28,546
3 rd Floor	28,546
4 th Floor	4,848
Judicial Record Room (New Building)	
1 st Floor	6,050
2 nd Floor	6,050
3 rd Floor	6,050
Un-Covered Area	40,511 (approx.)
TOTAL	1,77,693

JUDICIAL COURTS COMPLEX AT SUB-DIVISIONS

Sr. No.	Sub-Division	Covered Area of Court Complex (Square Meter)	Uncovered Area of Court Complex (Square Meter)
1.	Malerkotla	2743.4	29085.66
2.	Dhuri	5422.6	26765.79
3.	Sunam	3126	14267
4.	Moonak	4823.64	34289.28
NOTE: TENDER FOR EACH SUB-DIVISION, SHOULD BE SUBMITTED, SEPARATELY			

B) **PERIOD OF CONTRACT:**

The contract shall be for the period 01.03.2025 to 28.02.2026 for the cleanliness of Judicial Courts Complex at the District Headquarters, Sangrur as well as Judicial Courts Complexes at Dhuri, Sunam, Malerkotla and Moonak, on execution of an agreement in this regard.

C) **REGULAR CLEANING GENERAL DUTIES:**

In general, the duties given below 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 in Judicial Courts Complex at Sangrur Headquarter as well as at Sub-Divisions, Sunam, Dhuri, Malerkotla and Moonak from 09:00 A.M. to 5:00 P.M. That worker shall be responsible for sanitation/cleanliness of toilets/bathrooms after every half an hour. He shall also take care of fittings and fixtures provided therein. 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 as and 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 area/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 fortnightly or in addition as and when required by dusting.
11. China wares/sanitary fixtures like wash basins, glazed tiles, urinal floors, sinks, waste baskets, mugs, water coolers etc. are to be cleaned with Hydrochloric Acid/Vim once a week or in addition as and when required.
12. For the said work contractor shall employ minimum 12 number of Sweepers and 01 Supervisor at Sangrur Headquarter and 04 number of Sweepers at each Sub-Division.
13. It shall be responsibility of the contractor to verify the character/antecedents of Sweepers so employed and if any of them commits any mischief in the Court complex, the contractor shall be liable for that act.

D) **LIST OF MATERIAL AND ARTICLES**

The following material and articles will be supplied by the contractor 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	Naphthalene Balls
4	Hydrochloric Acid
5	Liquid Soap
6	Colin
7	Glass Duster
8	Odonil
9	Foam
10	Toilet Brush
11	Coarse Fibred Broom (<i>Jharu Bans</i>)
12	Fine Fibred Broom
13	Floor Duster
14	Hessian Cloth
15	Tissue paper/Liquid soap to be placed in the Bath room of Judges.
16	Wet Mop (<i>Pochha</i>)

GENERAL TERMS AND CONDITIONS:

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 2025-26. The DC rates if revised during the financial year, the revised amount will be paid by the contractor to his employees and the department has no concern with the revision of DC rates. The department will pay the amount during the financial year which is accepted in the tender.
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, Sangrur 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 contractor.
3. COC of the office of Civil Judge (Sr. Divn.), Sangrur 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. Penalty @ 2% of the monthly value of the contract shall be imposed for non commencement/non performance of the work. The District & Sessions Judge, Sangrur, 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 and satisfactory.

5. The decision of the District & Sessions Judge with regard to the quality upon work/services delivered 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.
6. For the purpose of proper identification of persons deployed at various points, contractor will issue identity cards/identifications documents to them duly approved by the District & Sessions Judge or Civil Judge (Senior Division) and they shall be duty bound to display the Identity Cards during duty hours. The contractor shall not employ any person below the age of 18 years or the person(s) involved in any crime or whose case is pending in any Judicial Courts of Sessions Division, Sangrur.
7. Wearing uniform by the Sanitation Staff deployed for the duty in the Judicial Courts Complex shall be compulsory. The uniform as approved by the District & Sessions Judge/Civil Judge (Senior Division)) and colour coding will be supplied to them by the contractor at his own cost. Any persons found without uniform or absent, shall be penalized up to Rs.100/- per day for each which shall be recovered from the contractor from the monthly bill. The District & Sessions Judge/Civil Judge (Senior Division) may however increase the amount of penalty in case of repeated default.
8. The persons deployed by the contractor for the work shall be the employee of the contractor for 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 implicitly or explicitly. Contractor will ensure that persons to be deployed at work are medically fit and free from communicable disease(s) and their antecedents 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 tendered 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 A.M. to 08:45 A.M. Thereafter, the sweepers shall remain present on each floor from 10:00 A.M. to 05:00 P.M. for maintaining the cleanliness by repeatedly swabbing the floor and cleaning the urinals & toilets. An authorized Supervisor shall remain present from 10:00 A.M. to 05:00 P.M. every day at site. His authorized representative shall remain available from 07:00 A.M. to 05:00 P.M. 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 etcetera, while doing day to day works of sweeping, swabbing and cleaning. Contractor will also be responsible for theft of any item by his worker from the office rooms located on both 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. Div), Sangrur.

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 substitute will be provided by the contractor at his own level.
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, penalty upto Rs. 1000/- shall be imposed upon the contractor for each such occasion.
17. 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.
18. The department shall deduct income tax at source (T.D.S) of the payment to be made to the contractor 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 reasonable precautions to prevent any unlawful acts by his employees so deployed for the work and for the preservation of peace and protection of persons and property of the Judicial Courts 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 Govt. property by way of theft, mishandling or otherwise and the claims whatsoever in respect of the employees 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 Sangrur Court.
22. Arbitration Clause: The District & Sessions Judge, Sangrur 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 Sangrur. 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.

-Sd/-
(Sumit Sabharwal)
Addl. Civil Judge (Senior Division)
Sangrur

-Sd/-
(Dr. Deepti Gupta)
Addl. Principal Judge,
Family Court, Sangrur