

OFFICE OF THE DISTRICT & SESSIONS JUDGE, FEROZEPUR.

TERMS AND CONDITIONS

1. The form(s) must be accompanied by refundable earnest money of Rs.10,000/- (Rupees Ten Thousand) in the shape of Bank Draft drawn on any scheduled Bank in favour of the District & Sessions Judge, Ferozepur. 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.
2. Forms received through fax, email or without earnest money and not submitted on the prescribed form shall not be entertained.
3. The agency applying will also fill the attached form(s) "B". Bid should be put in a sealed envelope and superscribed by the words "Bid for contract maintenance greenery and plantation work". The agency submitting the bid should give maximum information regarding themselves and capabilities, as they deem fit.
4. The agency will have to submit the rates on monthly basis, which must include the GST, EPF and ESI etc and other taxes as applicable by the State as well as other expenses as the agency deem proper for providing efficient service of horticulture.
5. The agency must be registered company or licensed undertaking and must have sufficient experience in the field and preferably in institution of kind and size and repute where similar services have been provided by them.
6. The interested parties are required to visit the Court Complex on any working day between 10.00 AM to 04.00 PM with prior intimation to the office, to ascertain the nature and extent of services to be provided.
7. Forms) should 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. Correction/over-writing, if any, should be authenticated under the signatures of the authorized person. However, the office reserves the right to place the order in parts or as a whole to one or more agency.
8. The authorities may like to have live demonstration by the agency and shortlist the parties on the basis of equipment's, manpower and quality of material intended to be used, capability and suitability.
9. The validity of the offers shall be for 15 days from the date of award and the finally approved and determined rates will remain in force initially for the period w.e.f. 01.03.2025 to 28.02.2026 with a provision to extend further for a year to year basis on the same rates or as may be negotiated mutually and approved 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 current 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 wages/compensation equal to the costs incurred by the office in marking alternative arrangements besides the black listing the agency.
10. The successful bidder shall also have to submit the security @ 10% of the tendered cost in case against receipt of a bank guarantee by a Nationalized Bank which can be

forfeited in case of any default, which shall be released/ refunded without interest, after the faithful execution/completion of the contract.

11. Running payments will be made to the contractor on monthly basis. He will submit his bill on first day of every month. The payment will be made through ECS by the department only after satisfying itself regarding satisfactory greenery and plantation work during the month as per terms and conditions.
12. 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 C(1) of the Income Tax Act, 1961.
13. The rates would be quoted on the enclosed annexures containing are/specifications to be covered for providing manual services for the period specified in period of contract both in figures as well as words. The rates quoted should be eligible or without any other writing or cutting.
14. The rate of wages to the Malis shall be determined as per the provisions of the Minimum Wages Act.
15. Contractors will deposit the Employees Provident Funds 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 as permissible as per Act/Rule.
16. Allotment of contract will be made on the basis of lowest aggregate rates quoted by the agency. Further, the contract awarded shall be commercial agreement and not on of the creating any employment. The District & Sessions Judge reserves his rights to negotiate the rates as well as the terms and conditions as it may deem necessary before allotting the contract.
17. The Service provider will provide seasonal plants/seeds with pots.
18. The Service provider will ensure proper cleaning of pots and the pots shall be get painted every three months.
19. Routine Maintenance Work to be performed by the manpower deployed by the agency.

Maintenance of different parks of the entire Campus. Pruning / trimming of plants, Weeding & Cleaning of tree basins & pots etc. Spraying of appropriate insecticides, pesticides, fungicide etc. under the guidance of this office, Keeping garden pathway free from weeds. To develop and maintain the lawns & keep all the plantation disease and pest free. To ensure healthy and desirable condition of the lawns and other plant material during the entire period of its maintenance. Watering plants, shrubs, saplings, trees daily (except on rainy days) preferably in the morning & evening and not in the hot sun to avoid heavy transpiration, Removal of unwanted bushes from the campus, Removing the dead leaves, cleaning the area including disposal of waste and dead leaves, twigs, garbage on day to day basis, making bunds to the plants wherever required, adding fertile soil and manure to the roots of the plants wherever necessary, replacing all the dead, diseased plants, vacant patches anywhere in the campus including the potted ones as when and where it occur, Maintaining all plant hedges decently. Maintaining of all garden tools will be provided by the agency.
20. LIST OF MATERIALS AND ARTICLES. The following materials and articles will be supplied by the contractor himself and will be used by staff:-

| Sr. No. | Material |
|---------|----------------------------------|
| 1 | Grass Cutter Machines (Electric) |
| 2 | Rambas |
| 3 | Grass Cutter Scissors |
| 4 | Grass Cutter Swords |
| 5 | Grass Trimmer Machine |
| 6 | Grass Cutter Choppers |
| 7 | Watering Cans |
| 8 | Water Pipes |

21. **PERIOD OF CONTRACT:** - Initially the contract shall be for the period from the date of actual taking over the contract upto 28.02.2026. However, the contract can be extended further by the competent authority subject to satisfactory performance of the work project.
Note: The contractor will submit the horticulture articles to the Civil Nazir in the office of Civil Judge (Sr. Divn.), Ferozepur and Naib Nazirs in the Courts of Addl. Civil Judges (Sr. Divn.), Zira and Guruharsahai;
22. **REGULAR CLEANING - GENERAL DUTIES.**
(i) Clean all lawns/gardens including, pots placed inside the campus once a day in the morning time.
(ii) Overgrowing trees from gardens spreading on to premises will have to be pruned periodically.
(iii) Any gap on fences, hedges or elsewhere will have to be filled up within a week.
(iv) Performing all such other relevant maintenance services in accordance with all Laws, including complying with all legal formalities required in engaging suitably qualified, experienced, competent gardeners as may reasonably be required for the performance of the services;
(v) The contractor shall take such steps that snakes/bandicoots etc. do not cause any menace in the garden, surroundings of premises.
(vi) The watch & ward of the planting material, Lawns & other components of works.
(vii) The maintenance of the planted material and lawn grass.
(viii) 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.
23. The Agency will be required to ensure best maintenance of greenery and plantation work and must have the equipment in good working conditions. The Agency should have amongst others at least have Electric Grass Cutter Machine.
24. The Agency will deploy experienced Malis for better coordination and best quality services gardening.
25. The office reserves the right to get the services done from other parties at the cost of the Agency, if the services provided by the Agency are not found as per the prescribed standard wholly or partly.
26. The area mentioned in the form for greenery and plantation work is tentative and can be increased/decreased as per the requirement of the office. The office also reserves the right to withdraw any unit mentioned in the form and no compensation is payable for the same.

27. The Agency will engage its own workers and equipment to execute the allotted work satisfactorily. Such persons engaged by the Agency shall be its employees for all intents and purposed. None of the staff or his/her of the Agency shall have any right to lay and 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 claims 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.
28. Wearing uniform by the staff deployed for the duty in the complex shall be compulsory. The uniform as approved (to be approved by the District & Sessions Judge, Civil Judge, (Sr. Division)) and colors coding will be supplied to them by the contractor at his own cost. Any persons found without uniform shall be penalized upto Rs. 50/- per day 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 penalty in case of repeated default.
29. The office shall not in any manner concerned with the internal affairs of the Agency i.e. Dispute and dissolution etc. or affairs concerning any other affairs between Management and workers, between workers and workers or any mishap during carrying on this job.
30. In case of non providing of services/inferior quality services, office reserves the right to levy penalty on the Agency on the following counts;
 - a. Breakdown of services for Rs. 1000/- per day.
 - b. The penalty @ 2% of the monthly value of the contract shall be, imposed for non commencement/no performance of the work. The District & Sessions Judge, Ferozpur, 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.:
 - c. The Agency shall be liable for any loss to the Office, caused due to theft/breakage attribute 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.
31. The Agency shall be duty bound to render the maintenance of greenary and plantation work in respect of the area for which the contract has been allotted to the entire satisfaction of the District & Sessions Judge/ Civil Judge, (Sr. Division).
32. Failure to discharge the contractual obligations or for providing inferior quality of services continuously, by the Agency, The office reserves the right to cancel the contracts/tendering in the office upto five years and the security deposit shall be forfeited in whole.
33. The contract, if awarded, for a specific period, can be terminated at any time without assigning any reason, including supersessions 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.
34. The aforementioned terms and conditions, shall be biding and operative between the Agency and the office.
35. 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 1st Addl. District & Sessions Judge, Ferozepur shall be sole arbitrator. The language of the arbitration proceedings shall be English. The arbitration award shall be final and binding on the parties. The Venue of the Arbitration proceedings shall be Ferozepur. Pending decision on dispute and until the arbitrary 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.

UNDERTAKING

I/We undertake to provide maintenance greenary and plantation work of the complex strictly as per the specifications and schedule of frequency mentioned in the form. I/We will execute the contract truly and faithfully as set forth in the terms and conditions of contract letter. I/We shall be responsible for all the complaints as regard the quality of service etc.

SIGNATURE OF CONTRACTOR
WITH SEAL & DATE.