

## TERMS AND CONDITIONS

1. Description of place and area to be maintained and cleaned by the contractor/ agency.

Sr.	Name of the Judicial Court Complex	Covered Area of Complex (including entrance lounges, Staircases/ramps, corridors, rooms, toilets etc. which is required to be cleaned by Sweepers)	Open Area (Required to be cleaned by Sweepers including internal Roads of the Complex etc.)
1.	New District & Sessions Court Complex Hoshiarpur.	306089 Sq Ft 83631 Sq Ft (Basement area)	135000 Sq Ft (Parking open area) 20085 Sq Ft (Open Area Inside of Building)
2.	Judicial Courts Complex, Dasuya	101073 Sq Ft	160625.50 Sq Ft
3.	Judicial Courts Complex, Garhshankar	944.23 Sq Ft	857.24 Sq Ft
4.	Judicial Courts Complex, Mukerian	7677.82 Sq Ft	34971.86 Sq Ft

### PERIOD OF CONTRACT

2. The contract shall be for the period from 01.04.2024 to 31.03.2025 and for Sub Division Mukerian Judicial Court Complex for the period from 01.04.2024 to till the Shifting in the New Judicial Court Complex. However, contract can be extended further by the competent authority subject to satisfactory performance of the work/project.

### DESCRIPTION OF WORK:

3. The contractor/agency etc. shall be responsible for maintenance/ cleanliness of respective Judicial Courts Complexes at Hoshiarpur, Dasuya, Garhshankar and Mukerian 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, basement etc. including all sanitary fitting i.e. urinals, wash basins, glazed tiles, sinks, water coolers, etc. Suitable machines/equipments and swabbing them with appropriate cleaning agents and liquid phenoil etc. including dusting in the courts, cleaning of window panes, rooms, doors, terrace, projections, all approach roads, walls, removal of webs, cleaning of related parts/parks and car garages and court rooms, retiring rooms, Pantry, Record Rooms, Lifts, Staff Rooms, Common area, stairs, Ramps, Balconies, Bathrooms on all the floors along with roof terraces and facade of the entire building, security room road parking area/open drains, Canteen and surroundings on the prescribed intervals as well as any other item, equipments, fittings, furniture, fixtures including carpets mats etc. within the Complex. The agency has to engage suitable number of female workers for the cleaning as sweeping of the ladies washrooms. Cleaning would include cleaning of curtains, carpets, buckets, wash basin, toilet seats and other items in toilets, placing of fresh air fresheners, soaps and toilet rolls in bathrooms/toilets, Cleaning of toilets, dry and wet scrubbing of floor area of the entire buildings dusting/cleaning of windows doors, almirahs furniture, fans, tubes, electric fittings, sanitary fittings, glass panes, window 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 fixtures. Without prejudice to

the generality of the foregoing, the agency shall be required to perform regular cleaning general duties. Contractor shall be required to get done:-

- (i) The term 'Court Complex' wherever mentioned in this contract for purpose of cleanliness, shall include not only the constructed portion but the entire premises including the Gardens, Green Parks, Grassy Patches, Parking Areas, Stairs, Ramps and all the Rooms, whether or not they are being used regularly or not.
- (ii) The Service Provider Shall also be duty bound to maintain cleanliness of all the open space including footpaths, walking area not only within the premises but also on the outside perimeter of the same.
- (iii) The daily operation of sweeping, swabbing and cleaning of all the areas as mentioned above shall be finished between 7:00 am to 8:30 am. Thereafter, the sweepers shall remain present on each floor from 9:30 am to 5:00 p.m. for maintaining the level of cleanliness by repeatedly swabbing the floors and cleaning the Urinals and Toilets. An authorized representative/Supervisor shall remain available at the site from 8:15 am to 5:00 pm for attending the complaints regarding sweeping, swabbing and cleaning of the building(s) and shall ensure repeatedly cleaning of washrooms in the complexes after every one hour. Timing may be changed as per requirement and cleaning at more frequent intervals and even on holidays and Sunday is required to be done as directed by the office from time to time.
- (iv) Clean all glass panes, chinaware, sanitary fittings etc. with standard cleaning agents periodically and dry thereafter so as to ensure that glass and shine does not fade or diminish
- (v) Clean spotlessly all the articles in the rooms, bathrooms-toilets and in common areas and arrange neatly thereafter.
- (vi) Perform pest control operations in all the rooms, public areas, open areas/ drains as frequently as required so that at no time rats, flies, lizards, mosquitoes, Insects, pets etc., are seen,
- (vii) Provide naphthalene balls, cakes or any other such kind of material in urinals daily.
- (viii) Clean chocked floor traps, W.Cs etc.
- (ix) Clean garbage, fallen leaves, dirt etc. in open areas such as parking lots, lawns, internal roads etc. and surroundings once daily basis.
- (x) Clean the roofs/terraces of all the buildings after 15 days and as and when required
- (xi) Disposal of Garbage/ waste material collected from the Court Complexes in accordance with Municipal laws/ directions presently enforced.
- (xii) Proper drainage of all drains (internal/ external), Main holes, septic tanks on daily basis and cleaning of Water Tanks as and when required as well as drainage pipes during rainy seasons to prevent any blockage.
- (xiii) Cleaning of fire fighting pipes and spinnakers installed in the court complexes on regular basis.
- (xiv) The agency shall be bound to rectify defects/ shortcomings pointed out by the Official designated by this Office for inspecting the cleanliness work immediately, failing which the District & Sessions Judge/Civil Judge (Sr. Division)/Additional Civil Judge (Sr. Divn.) have rights to take action as per the penalty clause.

4. The Agency will provide the following cleaning agents of the brands specified against each:-

Sr. no.	Description	Brand
1.	Glass Cleaner	Colin, Mr. Clean

2.	Bathroom Cleaner/Sanitizer/Disinfectant	Lizol, Harpic, Doemex, Phenoil
3.	Floor Cleaner	Taski R2, MPC/ in the Court Complexs
4.	Air Fresheners	Odonil, odofume
5.	Hard Surface Cleaner	Taski R2/ Any other reputed brand as per the standard required
6.	Sanitary Cubs	Odonil/ Any other reputed brand as per the standard required
7.	Room Fresheners	Ambi pur/Premium/Airwick Freshmatic
8.	Tile Flooring	Taski R13/ Any other reputed brand as per the standard required
9.	For washrooms	Urinal Pads

5. The form(s) for each court complex be applied separately and must be accompanied by refundable earnest money of Rs. 10,000/- against each site in the shape of Bank Draft drawn on any scheduled bank in favour of **Civil Judge (Sr. Divn.), Hoshiarpur** for each Court complex. 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 complete execution of the contract strictly as per its terms and conditions.
6. The agency/contractor are liable to complete the legal formalities in this regards, if any and they shall be solely responsible for due procedure.
7. The agency/contractor shall provide hand towels in the washrooms of the Judicial Officers.
8. Form(s) received in torn condition/telegraphic through fax, e-mail or without earnest money and not submitted on the prescribed format, shall not be entertained.
9. The Agency applying shall also fill the prescribed form. Bid should be put in a sealed envelope and super scribed by the Words "**Bid for providing of Cleaning and Sweeping services**". The agency submitting the bid should give maximum information regarding itself and capabilities, as it deem fit.
10. The agency must be a registered company or licensed undertaking and must have sufficient experience in the field, preferably have experience in institution of kind, size and repute where similar services have been provided by them.
11. The interested parties/Agencies are required to visit the Court Complexes on any working day between 10:00 A.M. to 4.00 P.M with prior intimation to the COC/Nazir of the office of Civil Judge (Sr. Division), Hoshiarpur to ascertain the nature and extent of services to be provided.
12. Form(s) should only 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 but same should be submitted separately for each unit. Correction/overwriting, 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.
13. The Authorities may like to have live demonstration by the agency and shortlist the parties on the basis of equipments, manpower and quality of material intended to be used, capability and suitability.
14. No request for the increase of rates shall be entertained during the period of contract. If the contract is extended after one year at the rates as determined as per the terms and condition 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 Agency shall also be liable to pay damages/compensation equal to the costs incurred by the office in making alternative arrangements besides the black listing of the agency.
15. The successful bidder shall also have to submit the security @10% of the total contractual amount in the shape of FDR in favour of Civil Judge (Sr. Division), Hoshiarpur 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.
  16. The rates would be quoted on the enclosed annexure containing area/specifications to be covered for providing manual cleaning services for the period specified in the contract, both in figures as well as in words. The rates quoted should be legible without any overwriting or cutting.
  17. The District & Sessions Judge or his authorized representative reserves his rights to negotiate the rates as well as the terms and conditions as it may deem necessary, before allotting the contract.
  18. Contractor shall deposit the Employees Provident Fund and ESI from the wages of the labourers so engaged as per provisions of Minimum Wages Act of Labour Department Punjab or as permissible in accordance with relevant Acts, applicable, from time to time.
  19. The decision of the District & Sessions Judge, Hoshiarpur or the officer designated by him with regard to the quality of work/services done 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.
  20. For the purpose of proper identification of persons deployed at various points, contractor will himself issue them the identity cards/identification documents duly approved by the D&SJ or the officer designated by him and they will be duty bound to display the identity cards at the time of duty. Contractor will not employ any person below the age of 18 years or the persons involved in any crime or connected with any case pending in any Judicial Courts at Hoshiarpur, Dasuya, Garhshankar and Mukerian.
  21. The wearing of uniforms of reasonable quality with name-plate on the left side of the uniform and designation of staff/supervisor etc. pinned on the right hand front side by the Sanitation Staff deployed for the duty in the Judicial Court Complexes shall be compulsory and will be provided by the Contractor/outsourcer agency at his own cost and duly approved by the Ld. District & Sessions Judge, Hoshiarpur. The contractor shall ensure that the employees including supervisors wear the same, in a neat and tidy manner during duty hours. The uniform shall be such as to have harmony with other staff in the department. The employee found without uniform shall be charged up to Rs. 300/- per day per person as penalty for such lapse and penalty charges shall be recovered from the monthly bill of the contractor/agency. The District & Sessions Judge, Hoshiarpur may however, increase the amount of penalty in the case(s) of repeated default, as may deem fit.
  22. The department will not entertain any claim on account of weekly offs, Holidays of the employees. It shall be the responsibility of the agency to provide suitable replacement without any additional charges.
  23. The list of workers deputed by the Agency including the name of the worker with complete particulars indicating name age, home address, qualification 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 clauses, above would be submitted by the agency within 15 days of allotment of work and would also intimate as and when any changes take place
  24. All necessary report and other information shall be supplied immediately by the contractor as and when required by the department.
  25. In case any employee proceeds on long leave or suspended/dismissed from services of leave the job, the temporary Identity Pass/Card of such employee shall be withdrawn and shall be deposited with the issuing authority.

26. It shall be responsibility of the Service Provider to ensure that there is no violation of any Labour Laws like the Minimum Wages Act, 1948, the Employees State Insurance Act, 1948 or other similar Acts or rules applicable to such employees. Any violation thereof shall be sole responsibility of the Service Provider/Agency/Contractor and Shall also be a ground for cancellation of the agreement with forfeiture of the security amount.
27. The agency has to inform his mobile telephone and its supervisor/deployed workers to Superintendent of this in order to have effective and immediate communication.
28. The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
29. The 'Agency' will dismiss or remove from the site of work , any person or persons, employed by the service provider, who may be incompetent or for his/her/their misconduct and the service provider shall forthwith comply with such requirements. The Service provider shall forthwith comply with such requirements. The Service provider shall replace immediately any of its personnel. If they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office. If the contractor wishes to replace and of the personnel, the same shall be done after prior consultation with this office.
30. Agency shall ensure that the staff deployed by it does not wander here and there and due Discipline shall be maintained by the staff and they shall not hinder the working of other employees/staff. Agency staff will not entertain their visitors in the District Court Complex, Hoshiarpur, Court Complex Dasuya, Garhshankar and Mukerian.
31. The contractor shall arrange to maintain the daily attendance record of the contract workers deployed by him showing their arrival and departure time. This attendance record will be submitted every month to the office of District & Sessions Judge, Hoshiarpur along with the monthly bill. The attendance record shall be produced for verification on demand by this office at any other point of time.
32. The agency Shall be liable to bear the expenses for the breakage/theft, damage of articles, fixture in the area under contract. Any theft or damage caused by the Contractor's employee shall be borne by the contractor and shall be made good at the earliest but not later than 30 days.
33. Any deviation in the material quality and quantity quoted will be subject to penalty payable to this office. For proper maintenance, suitable cleaning material which are environmental friendly, not harmful to human and property should be used. If the cleaning material as per RFP/Contract is not received between 1-10<sup>th</sup> of every month, a compensation of Rs.5,000/- will be recoverable from the bill of defaulting service providing agency.
34. In case of any complaint against any member of staff deployed by the 'Agency', it shall immediately replace the person so deployed and the 'Agency' should take appropriate action against the defaulting officials/staff and convey the same to this office as and when any complaint regarding non performance of duty is reported either telephonically or in writing.
35. The worker will be screened by the contractor after police verification regarding their antecedents, character and conduct; and a copy of the report shall also be submitted to the department. The employees of the 'Agency' should have no criminal police record against their names for at least 5 years preceding their employment at the department.
36. The persons deployed by the contractor for the work shall be 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 persons and the Punjab Government/ the department, either implicitly or explicitly. Contractor will ensure

that employees are medically fit and free from communicable disease (s). The antecedents of the person to be provided by contractor will be got verified from the appropriate authority by contractor at his own level. The Agency will engage its own workers and equipments to execute the allotted work satisfactorily. None of the staff of the agency or his/ her legal heirs shall have any right to lay any 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 claim as of being workman of Judicial Complex/s. The Agency should get the Police Verification of its workers done and thereafter to submit its report to this office.

37. Disposal of garbage on daily basis shall be the sole responsibility of the contractor.
38. Contractor shall be responsible for any kind of damage to the furniture, electrical and sanitary fixtures etc. while doing day to day works of sweeping, swabbing and cleaning. Contractor shall also be responsible for theft of any item by his labour from the office or rooms located on all the floors of the building (s).
39. Contractor shall 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 of Hoshiarpur Headquarters shall be sent to the Civil Judge (Sr. Division), Hoshiarpur and that of Dasuya, Garhshankar and Mukerian to the respective Addl. Civil (Sr. Division). In case, the Contractor is not able to deploy the total number of workers as per the detail mentioned above against the each complex on daily basis, then proportionate deduction will be made from his monthly bill.
40. The successful agency/contractor shall prepare the plan chart for cleanliness and deployment of the manpower and shall produce the same at the time of agreement.
41. The Contractor shall be responsible for the welfare of the sweeper and the employees so engaged by him for the payment of wages, and other statutory wages/ compensation and liabilities accruing to the employees engaged by him. Contractor shall also undertake to remain responsible without any reference to any other authority for any kind of accident/mishap etc. with his employees and also for any civil and criminal liability incurred by his employees. The department shall have no concern with any problem and liability incurred by the sweepers and other employees engaged by the contractor in any manner.
42. Inspection would be carried out by the representative of the department from time to time. During such inspection, the contractor or his authorized representative shall 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 improper cleaning on any day, penalty may be levied for occasion by the department up to an amount of Rs. 1000/-. Decision of the District & Sessions Judge, Hoshiarpur shall be final in this regard.
43. Running payments will be made to the contractor on monthly basis. He shall submit his bill on 1<sup>st</sup> day of every month. The payment shall be made through cheque by the department only after satisfying itself regarding satisfactory condition and subject to availability of the Budget.
44. 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 (1) of the Income Tax Act, 1961. In case, contractor/firm does not have PAN/TAN number, then he/it has to obtain the same within a period of 15 days from grant of contract and copy of same be supplied to Nazir. The contractor shall be liable to pay all the applicable taxes to the government as per law and specifically mentioned in the application form with regard to the bid amount as well as the GST for other tax applicable from time to time.
45. In case of unsatisfactory work, the department shall have the right to terminate the contract after giving a notice of one week. The office reserves the right to cancel the Contract and that will lead to blacklisting of the Agency for future contracts/tendering in the office upto five years and the security deposit shall be forfeited in whole. The contract if awarded, for a specific period, can be terminated at any time without assigning any reason, including on suppression of

material facts or false representation to this office in respect of the information so furnished by the Contractor, whatsoever, even before the expiry of the contract period.

46. Contractor shall take all reasonable precautions to prevent any unlawful acts or disorderly conduct of his employees so deployed.
47. In case any of the persons, so deployed by him/contractor, do not come up to the mark or not perform their duties properly or indulge in any unlawful act or disorderly conduct, contractor shall take suitable action against such employees on the report of this office.
48. In case of any complaint/defect pointed out by the authority concerned, contractor will immediately replace the particular person so deployed without further arguments.
49. Contractor shall be responsible to indemnify the office/department against all the loss caused to the Judicial Courts Complexes at Hoshiarpur, Dasuya, Garhshankar and Mukerian whatsoever in respect of the employees deployed by contractor at various points. Contractor will be responsible for paying the recovery of amount of any loss caused to the sanitary and public health fittings, electrical etc. of the Judicial Courts Complexes at Hoshiarpur, Dasuya, Garhshankar and Mukerian.
50. Contractor shall be responsible for any profit or loss arising out of the contractual work. No objection in this regard shall be heard by the department.
51. Without prejudice to the generality of the above, the agency shall carry out such other jobs relating to the contract without any delay as may be assigned to it by this office.
52. The agency shall be required to ensure best cleaning and sweeping services and must have the suitable and latest cleaning equipments in good working conditions with them to provide cleaning of facade, window panes, building Walls and floors as per the requirement of the office.
53. The agency will deploy at least one supervisor for every Court Complex which may be necessary for better co-ordination and best quality services of Cleaning and Sweeping.
54. 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.
55. The area mentioned in the form for cleaning and sweeping services is tentative and can be increased/ decreased as per the requirement of this office. The office also reserves the right to withdraw any area/unit mentioned in the form and no compensation is payable for the same.
56. The office shall not in any manner be concerned with the internal affairs of the Agency i.e. dispute and dissolution etc. or any other affairs between Contractor & workers between workers & workers or between contractor and third party, between workers/Contractor and third person including any employee of office or Advocates or any person concerned with office of Advocates or for any mishap during carrying of this job.
57. The Agency shall be duty bound to render the cleaning services 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), Hoshiarpur.
58. The aforementioned terms and conditions shall be binding and operative between the Agency and this office.
59. The rates of wages to the sweepers shall be as per the provisions of the Minimum Wages Act. Contractor will solely be responsible for compliance of all the legal provisions w.r.t. Contract and its employees without any reference to this office.
60. The Contractor shall also be required to comply with the safety requirements and provide his workman with safety equipments where necessary.
61. The Contractor shall take all risk insurance policy to cover all his workman, staff applicable under the workman's compensation act, 1923 or any amendment thereof, as also insurance covered for third part liability.

62. Personal bag & Baggage of the contract personnel shall be liable for physical check-up both at the time of entry into campus and while leaving at the security gate.
63. The contractor shall not sublet the contract the assigned work to any other agencies. In case the contractor do so, The Department shall serve a notice in writing to the Contractor rescinding the contract whereupon the security deposit shall stand forfeited, with prejudice to the other remedies against the contractor.
64. The Selected agency shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, chewing of pan, smoking, loitering without work. The staff deployed should always be disciplined, properly dressed and presentable all the time during duty.
65. The Contractor shall ensure that his employees working in all court Complex i.e. Hoshiarpur, Dasuya, Garhshankar and Mukerian should be fully vaccinated and to follow the Covid-19 Guidelines issued by the Government time to time.
66. In case of non providing of services/inferior quality services, this office reserves the right to levy penalty on the Agency on the following counts: -
  - a) The penalty qua breakdown of the Cleanliness work if any shall be imposed upon the Agency/Service Provider/Contractor as under:
    - i. 9500/- per day for Headquarter i.e. District and Sessions Court Complex, Hoshiarpur
    - ii. 3000/- per day for Sub Division Dasuya Judicial Court Complex.
    - iii. 1500/- per day for Sub Division Mukerian Judicial Court Complex.
    - iv. 1000/- per day for Sub Division Garhshankar Judicial Court Complex.
  - b) The penalty @10% of the monthly value of the contract shall be imposed for non commencement/non performance of the work. The District and Sessions Judge, Hoshiarpur 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 this office caused due to theft/breakage attribute to its employees/workers and representatives or for any acts of omission or commission of its staffs. The amount of penalty imposed will be recovered from the monthly bills of the agency.
67. 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 content thereof shall be referred for arbitration to the Principal/ Sr. most Additional Principal Judge, Family Court, Hoshiarpur. The arbitration award shall be final and binding on the parties. The venue of the arbitration proceedings shall be at Hoshiarpur. 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 contract has been made.

I agree with all the above  
Mentioned Term and Conditions

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(Signature of Agency/Contractor)