

SECTION - I

BRIEF DESCRIPTION OF THE SCOPE OF WORKS

1. Indian Institute of Technology Kharagpur (IIT Kharagpur) is a premier technological Institute in the country having 21 Halls of Residence, distributed over a sprawling campus, to accommodate more than 12000 students.
2. It is proposed to outsource the sweeping/ cleaning and allied services in the various Halls of Residence on a fixed service charge. For this purpose, the agencies willing to pre-qualify shall be short-listed on the basis of the eligibility and pre-qualification criteria. The agencies shall be ranked in the order of preference for empanelment for a period of one year, which can be extended for another two more years on yearly basis based on satisfactory performance.
3. In brief, the job function is to maintain the aesthetic look in the hall premises by maintaining pleasant odor and cleanliness, by keeping the rooms, building and the surrounding area under contract neat, clean, and tidy every day, by keeping them in hygienic and sanitary conditions of high standard.
4. The guidelines of basic cleaning process are as under:

• Upkeep of toilets	6.00 am to 6.00 pm (continuously)
• Cleaning of verandahs/corridors	Minimum twice a day, more if required
• Cleaning of staircases	Minimum twice a day, more if required
• Cleaning of students' rooms	Twice a week, more if required
• Cleaning of front lobby, balcony	Thrice a day, more if required
• Cleaning of common room/ library/ /utility rooms/ common areas	Twice a day, more if required
• Cleaning of cycle shed/open fields etc.	Twice a day
• Cleaning of drains	Daily continuously
• Cleaning of glass panes common area	Once a day
• Cleaning of roof	Once a week
• Cleaning of dining Hall	Minimum thrice a day, before/after breakfast, lunch, and dinner
• Cleaning of garden/surrounding areas	As and when asked for
• Cleaning of food waste outside kitchen/mess ^{*1}	Daily continuously
• Removal of garbage	Daily continuously
• Grass cutting	As and when required
• Hedge tree pruning	As and when required

^{*1} Collection and disposal of waste generated inside mess kitchen is not within the scope of work under the contract.

GENERAL CONDITIONS OF THE CONTRACT

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- The tenderer submitting the tender would be deemed to have considered and accepted all the terms and conditions of contract. No verbal or written enquiry will be entertained in respect of acceptance or rejection of the tender.
- **The contract will be initially for a period of one year.** The HMC may extend the contract on mutual consent to such further period (maximum up to two more years on yearly basis), as it may deem proper, having regard to the quality and manner of the contractor's performance.
- The areas of cleaning indicated are purely approximate and likely to vary on either side up to any limit. The tenderer should visit the premises and assess himself/ herself for the areas to be cleaned.
- The contractor will be required to bring all tools, equipment, and labourers required for proper execution of the work, including fuel for operating the lawn mowers etc.
- The contractor shall abide by all laws and regulations and statutory obligations in force from time to time including all labour laws and shall indemnify the Hall Management Centre, IIT Kharagpur from any claims in this regard.
- The contractor will pay minimum wages in regards to his/her contractual workers engaged in sweeping/ cleaning and allied services at the rate of unskilled category. For sweeping the wage should be as per semi-skilled category. As and when the minimum wage is revised by Govt. notification it will be followed by the contractor with the approval of HMC.
- The contractor shall comply with all requirements under central, state and local bodies relating to tax, duties, levies etc. and shall be responsible for payment of all such taxes, duties, levies and other statutory payments to the respective authorities.
- If it is observed at any stage that the overall quality of the work is not satisfactory, initially warning will be served. If service/quality of work does not improve even after warning, the contract/work order as a whole may be terminated with one month's notice and the security deposit will be forfeited. The contractor will have no claim whatsoever on Hall Management Centre.

- Water and electricity would be provided by the Institute at individual hostel premises to undertake the maintenance and cleaning work.
- The quotation should be in conformity with minimum wages prescribed by the labour commissioner from time to time.

RESPONSIBILITIES OF THE CONTRACTOR/SERVICE PROVIDER

- The contractor/ service provider shall, unless otherwise provided in the contract, make his/her own arrangements for the engagement of all workers and the workers should be healthy and not suffering from any contagious diseases.
- The contractor shall deploy only female workers/supervisor for cleaning work in the girls' hostel, unless otherwise instructed by HMC.
- It will be the responsibility of the contractor/service provider that the workers engaged by him/her for housekeeping services will be present in the hall premises for the entire period of their duties.
- It will be the responsibility of the contractor/ service provider that the supervisor engaged by him/her will also be present in the hall premises for the entire period of duties and report to the Warden/ Assistant Warden (Maintenance)/General Secretary (Maintenance) of the Halls of Residence at least once in a day.
- The contractor/service provider should be in constant touch of the hall authority and will report to the hall authority at least once in a month.
- The contractor/Service Provider will not allow or permit his/her/their workers to participate in any trade union activities or agitation within the Hall premises, violation of which may result in the termination of the contract immediately.
- No right, much less a legal right, shall vest in the contractor workers to claim/have employment or otherwise seek absorption in the Hall Management Centre/IIT Kharagpur nor the contractor workers shall have any right whatsoever to claim the benefits and/or emoluments that may be permissible or paid to the employees of the Hall Management Centre/IIT Kharagpur. The workers will remain the employees of the contractor and this should be the sole responsibility of the contractor to make it clear to their workers before deputing on work in the Halls of Residence.
- Contractor will be fully responsible for any accident involving workers engaged by him and contractor would pay claims made by the victims. Contractor shall indemnify the Hall Management Centre from any claim arising out of the accidents, disabilities of any

nature or death or arising out of provisions under law, or any other nature in respect of all workers engaged by the Contractor.

- The Contractor shall identify the personnel to be deployed exclusively for the cleaning of all the toilets in the area mentioned. The Contractor shall be responsible for cleaning as well as security of the toilet fixtures handed over at the time of commencement of the contract. In case of items/fixtures stolen from the toilets either penalties to recover the cost shall be imposed or the contractor shall have a choice to replace the fixtures of the same quality under approval from the Warden/Assistant Warden (Maintenance) of the Hall.
- It will be the sole responsibility of the contractor to abide by the provisions of the acts i.e., Employment of Children Act, Workmen Compensation Act, Employment of Labour/Contract Labour Act, Contract Labour Abolition & Regulation Act 1970, Minimum Wages Act, Employee Provident Fund Act and Employee State Insurance Act, and any other Act or Legislation brought from time to time, which may govern the nature of the contract as may be applicable from time to time as to the workers engaged by him/her for performance of this contract.
- The Contractor shall abide by all laws of the land including Labour Laws, Company Act, Tax Deduction liabilities, Welfare measure of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the contractor, and it shall not involve the Hall Management Centre/IIT Kharagpur in any way whatsoever.
- Any liability arising on the Halls of Residence/Hall Management Centre shall be deducted from the bills of the Contractor/ Security deposit and if the full amount is not recovered then the same will be recovered from the contractor. There would be no liability towards the workers of the contractor by the Hall/ Hall Management Centre/ IIT Kharagpur.
- The contractor is required to depute his authorized representative at the work site who shall receive the instructions from the hall authority from time to time. All such instructions received by the authorized representative on behalf of the contractor shall be deemed to have been received by the contractor within the scope of the contract.
- The contractor shall be liable to pay compensation for any loss and damage caused to the property of the Hall or its staff members/visitors by the contractor or his workers.
- The Contractor shall be personally responsible for the conduct of his/her workers and in case of any complaint against any of his staff, the Contractor will be under obligation to change the worker concerned when instructed by authority. The Contractor shall observe

all the relevant laws and will be responsible for any prosecution or liability arising from breach of any of those laws. The Hall/Hall Management Centre will not and cannot hold any responsibility with regard to worker on the role of the Contractor whatsoever.

- The Contractor and his/her workers shall follow the rules and regulations of the Hall/ Hall Management Centre in force and instructions issued from time to time. Hall/ Hall Management Centre will be free to take action against the contractor for violating the same.
- The Security Deposit (EMD) shall be forfeited in the event of premature withdrawal by the contractor from the job assigned.
- If the contractor fails to provide the services under the contract, the agreement shall stand terminated without any notice and in such cases the contractor would be liable to compensate the Hall Management Centre for any loss caused to it due to non-fulfillment of the contractual obligations, in addition to forfeiture of Security Deposit (EMD).
- The Hall Management Centre reserves the right to terminate the contract without assigning any reason by giving a notice of one month. The contractor will also have to serve a notice of one month, if he/she wishes to terminate the contract.
- In the event of any dispute arising out of or in connection with this contract, whether during the subsistence of the contract or thereafter the matter shall be referred to the competent authority of the Institute for arbitration whose decision shall be final and binding on the parties.
- At any time during the period the contract, if it comes to the notice of the Hall Management Centre that the contractor has misled this office by way of giving false/incorrect information which has been material in award of the contract, the contract shall be liable to termination without any notice besides other legal action as per law.
- The contractor shall not appoint any Sub Contractor to carry out any obligation under the contract.

THE CONTRACTOR SHOULD PROVIDE THE FOLLOWING :

- **Materials (non-consumables)**

Housekeeping trolley, aluminum ladder, dry-wet vacuum cleaner machine, handy hand-held wall cleaner, pans, baskets, mop wringer bucket, garbage drums, mugs wheel barrows, trolley, vans, and gardening tools such as fannas, sickles, spades, shovel etc.

are to be provided by the contractor.

- **Materials (consumables)**

Consumables (cleaning materials) are to be supplied by the Hall.

- **Uniform**

All workers of the contractor shall wear uniform/ T-shirt of common colour while on duty. The logo/ name of the service provider should be written on the uniform. It will be strictly monitored and a fine of Rs. 500/- (Rupees five hundred only) per worker will be imposed and will be deducted from the bill if any of the workers is found without uniform.

- **Identity card**

The contractor will issue Identity Card to its workers and supervisor after getting them verified by the hall authority. It will also be strictly monitored and a fine of Rs. 500/- (Rupees five hundred only) per worker will be imposed and will be deducted from the bill if any of the workers is found without the Identity Card.

- **Duty roaster**

The weekly duty roaster of the workers including the Supervisor(s) (floor wise) will have to be submitted by the contractor/service provider to the Warden (or his authorized representative like Manager/Supervisor of the respective halls of residence) in advance for record and display of the same in a prominent place. The contractor needs to rotate his workers within the Hall while making the duty roaster.

PENALTY

The contractor will be fined in case of violation of any of the following rules and other terms and conditions:

- Non availability of Complaint Register at the security counter of the Hall/ discouraging the complainant would impose a fine of Rs.500/- on the contractor.
- Three or more complaints of unclean toilets/rooms/corridors/open spaces/garden etc. would invite a fine of Rs.1000/- on the contractor.
- If the contractor, in spite of repeated written warnings by the hall authority cannot improve upon the performance, a fine of Rs.4000/- will be imposed.

- In case of any shortfall of workers in the attendance provided by the contractor, the monthly payment will be proportionately deducted.
- As and when a fine is proposed, it will be informed within a maximum of 7 days to the representative of the contractor and fine will be imposed by Warden only. In case of any dispute, the same may be carried out in consultation with the Chairman/Co-ordinating Warden (Maintenance) in the Hall Management Centre.

INCOME TAX

IIT, KGP will deduct Income Tax at source as per Income Tax Act from the contractor's bill at the prevailing rates of such sum as income.

DISPUTES AND JURISDICTION

a. Settlement of Disputes

It is incumbent upon the bidder to avoid litigation and disputes during the tenure of the contract. However, if such disputes take place between the parties, efforts shall be made to settle at the level of IIT, Kharagpur. The Bidder shall make request in writing to the Chairman, HMC for settlement of any dispute within 30 (thirty) days of arising of the cause of dispute failing which no dispute/claim shall be entertained by IIT Kharagpur. The decision of the Director, IIT Kharagpur will be final and binding on the parties. If differences still persist, the settlement of the dispute may be sought in the court of law in Kolkata jurisdiction.

b. Jurisdiction

The Court of Kolkata in the State of West Bengal only will have the jurisdiction to deal with and decide any legal matters or disputes what-so-ever arising out of this contract.

FORM 'F'

Declaration for Compliance in connection with the deployment of out-sourced staff/service provider staff

1. The contractor shall fix wage periods in respect of which wages shall be payable.
2. No wage period shall exceed one month.
3. All payments of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance.
4. All wages shall be paid directly to the bank accounts of the respective workers.
5. A notice showing the wage period and the disbursement date of wage to the bank shall be displayed, at the place of work and copy sent by contractor to the principal employer under acknowledgement.
6. Every contractor shall obtain the signature or thumb-impression of the worker concerned against the entries relating to him/her or the Register of Wages and the entries shall be authenticated by the initials of the contractor or his authorized representative.
7. Every contractor shall maintain, in respect of such registered establishment where he/she employs contract labourer, a register in Form XIII.
8. Every contractor shall issue an employment card in Form XIV to each worker within three days of the employment of the worker.
9. Every contractor shall in respect of each work on which he/she engages contract labourers maintain (i) a muster roll in Form XVI; and (ii) a register of wages in Form XVII.
10. No female contract labourer shall be employed by any contractor before 6.00 a.m. or after 7.00 p.m. - excepting in girls Halls.
11. Challan for contribution towards EPFO and ESIC in respect of each labourer is to be submitted on a monthly basis **based on which his bill for a particular month will be released.**

This is to certify that the firm would comply with the above clauses (1 to 11) in connection with the deployment of out-sourced staff/service providers' staff

(Signature of Applicant)
Name and Company's seal