

TERMS & CONDITIONS FOR HOUSEKEEPING SERVICES TENDER DOCUMENTS

A. GENERAL CONDITIONS

1. Sharda University Agra, Agra, intends to engage the services of qualified organisations/agencies engaged in the business of providing Housekeeping Services on a comprehensive mode with suitable manpower of good standard and at competitive rates to take care of its day-to-day services as required by them for their institution located at Agra-Delhi Highway, NH 19, Kitham, Uttar Pradesh 282007.
2. The contract will be for one academic session, subject to extension further strictly based on the performance of the service provider and may be with revised terms and conditions mutually acceptable to both parties.
3. The Contractor as service provider will deposit EMD of Rs. 200,000/- in the form of a demand draft in favour of REGISTRAR, SHARDA UNIVERSITY AGRA, AGRA, payable at Agra along with the profile of the firm, which will be adjusted as an interest-free security amount.
4. The Contractor must be registered with EPF, ESI and Service Tax departments, and if not registered, should register within two weeks from the date of signing the contract.
5. The manpower provided by the Contractor shall be deemed to be the employees of the said Contractor. University shall not be responsible for any of the statutory liabilities or otherwise under any law that may arise concerning service of workers provided by the said Contractor. If any statutory liability is imposed on the University by any law in force, the same shall be deducted from the Contractor's payment. The Contractor will be responsible for compliance with all the laws and regulations pertaining to the personnel provided.
6. The Contractor shall provide the rates on a **flat monthly retainer** as per the area provided in Annexure 1.

B. SCOPE OF WORK

1. The Contractor shall be responsible for the cleaning, sanitation and hygiene of the campus of the University as per the details provided in Annexure – 1.
2. Those specific works that are required to be carried out in the premises, which are illustrative in nature and not exhaustive, as per the details provided in Annexure – 2
3. To promote a healthy environment and to ensure personal hygiene of the students, visitors, and staff through cleanliness, the Contractor shall maintain a chart laying down the timing of daily cleaning carried out along the checklist in each washroom, along with the name and signature of the supervisor.

4. The Contractor shall provide the services on all days during the period of the contract as per the requirements of the University. The duty shifts normally be at 0800 Hrs to 1630 Hrs. The working hours are inclusive of 30 mins of lunch time for each staff in rotation. However, hostels, activity centres and washrooms in the academic block will require services beyond 1630 Hrs. Under SLA overtime will not be provided by the University administration in this case.

5. The regularity of the performance of the services will be the essence of this agreement and shall factor of this agreement. The Contractor shall take all possible steps to ensure the maintenance of the desired level of cleanliness, sanitation and hygiene as determined by the University from time to time

6. The Contractor shall decide and submit the rates as per a service level agreement (SLA) to engage machinery/material by them to render proper and efficient services and to conform to the prescribed standard of hygiene, as the Contractor will be solely responsible for maintaining cleanliness, hygiene and sanitation within the University Campus.

7. The Contractor shall ensure that all persons employed/deployed by them at the University shall be efficient, skilled, honest and well conversant with the nature of work.

8. During the duty hours, the workers so provided shall wear a uniform as prescribed and display, at all times, their name plates issued by their respective employer on the chest. They shall also be issued identity cards by the Contractor after proper police verification of every individual and his/her antecedents. The cards should be shown on demand by any inspecting officer of the University during duty hours. A copy of the same will have to be deposited in the office of the Registrar for the record.

9. The Contractor shall issue card on its own and trading style to its personnel deputed for rendering the said services bearing their photographs. Contractor shall also provide Badges and will ensure that are worn by each workman. The University may refuse entry to its premises to any Contractor personnel not wearing a uniform, badges, and identity cards.

10. The Contractor shall neither appoint any sub-Party nor sublet the job to carry out any or all obligations under the contract.

11. The Contractor shall coordinate with the person/officer authorised by University for all work/assignments relevant to the agreement and shall be responsible for the general conduct and discipline of the employees.

12. The Contractor shall be responsible for the procurement of all the material required for proper sanitation and housekeeping, and other store items supplied to

him for and shall further be responsible to make good any loss suffered by University because of the negligence on the part of the persons engaged by him.

13. The Contractor shall provide an authorized representative to be available at the campus of University on all working days during office working hours and would even otherwise be readily available, as and when, required to solve or attend any matter, dispute or complaint if any arising out of the services being rendered by the Contractor under this agreement. The name of such authorized representative shall be intimated in writing within seven days of signing the contract agreement to the University.

14. Contractor shall not do or cause to do any act whereby or by reason whereof the reputation and goodwill of the University is adversely affected in any manner whatsoever

C. SPECIAL CONDITIONS

1. The Contractor shall have to provide the staff as required by the University, with facilities like summer and winter uniforms with accessories etc. at his own expense.

2. Contractor shall be liable and responsible for meeting all liabilities of the employees employed by him for providing housekeeping services hereunder and meet such liabilities on time in compliance with all applicable laws. Contractor shall submit satisfactory evidence of payment of such liabilities.

3. The Contractor shall furnish a due compliance certificate/undertaking by the 20th of every month in favour of the University, certifying that the Contractor is complying with all statutory provisions, University shall also have a right to check/verify records' maintained by the Contractor in this respect

4. The Contractor will not be held responsible for damages, due to natural calamities.

5. University reserves the right to amend the terms and conditions as specified in this document as and when circumstances warrant with the mutual acceptance of both the parties.

D. BILLS AND PAYMENTS

1. That in consideration of the services rendered by the Contractor, University agrees to pay an amount as per the bill raised by the Contractor for the preceding month for the services rendered as per rates mutually settled after the complete verification of the attendance and the bill submitted. The timeline of payment will be as follows:

- Monthly bill cycle will be from 1st day of the month to last day of the month.
- Monthly bills as per above cycle, will be submitted by the service provider latest by 5th day of every month.
- The bills will be verified by the University before the release of payment.
- Payment to all deployed manpower must be made 100% through ECS.

2. In case of any dispute or discrepancy, the bill will be cleared only after resolving all disputes and discrepancies.

3. The rate quoted by the Contractor shall be for the work of maintaining desired level of cleanliness, sanitation and hygienic atmosphere in University. It is left on the sole discretion of the Contractor, for how many staff and how many hours they engage their staff. University requires maintenance of desired level of cleanliness, sanitation and hygienic atmosphere in University.

4. The University shall not be responsible for payment of salary to the workers individually. In the event of breach of any labor Laws or civil laws, it shall be responsibility of the Contractor to face any legal consequences thereof.

E. DEFAULTS, PENALTIES AND DISPUTE SETTLEMENT

1. Contractor agrees to indemnify University for any claim or payment of statutory dues and employees liabilities, settled for or on behalf of the Contractor.

2. Contractor shall defend and hold harmless University and its Trustees, Officers, employees and agents for and against any and all losses, liabilities, claims, obligations, costs, expenses (including reasonable attorney fees) which result from any acts of omission and commission by Contractor or its employees which arise in connection with or are in any ways lead to claims by third parties.

3. This document is not intended to and shall not be deemed to bring into existence a relationship of principal and agent between University and Contractor. Contractor shall not represent or hold himself out as agent of University except to the extent provided under this Agreement. This agreement is for providing housekeeping services and is not an agreement for the supply of contract labour.

4. This agreement may be renewed by mutual consent of the parties hereto for such period as may be determined.

5. University shall be entitled to forthwith terminate this Agreement by a notice in writing upon the occurrence of the following events:

a. Insolvency of CONTRACTOR; or

b. Contractor ceasing to function as a concern; or

c. Contractor being declared bankrupt in liquidation, whether compulsory or voluntarily; or

d. Any change in the ownership or control of Contractor : or

e. Failure to conform to, or breach by Contractor of any applicable law;

6. In the event of a termination University shall pay Contractor all undisputed amounts due and not previously paid to Contractor for Services rendered in

accordance with the terms of the Agreement. On termination or expiry of this agreement.

7. Each party shall abide by and uphold all rights and obligations accrued or existing as on the terminating date.

8. The applicable law governing this Agreement shall be laws of India and the courts of Agra, shall have the exclusive jurisdiction to try any dispute with respect to this Agreement.

9. Any claim arising out of or attributable to the interpretation or performance of this Agreement, which cannot be resolved by negotiation shall be considered a dispute within the meaning of this Clause. If for any reason University and Contractor are unable to resolve a claim for an adjustment, Contractor shall notify University in writing that a dispute exist and request a final determination by University. Any such request by Contractor shall be clearly identified by reference to this clause and shall summarize the facts in dispute and Contractor's proposal for adjudication.

10. University and Contractor shall meet for negotiation at a mutually agreed time and place. The parties shall endeavor to settle the claim through discussions, but if the matter is not resolved within 15(Fifteen) calendar days from the commencement of such negotiations, the parties shall consider resolution of the dispute through arbitration.

11. All disputes and differences of any kind whatsoever arising out of or in connection with this agreement that is not resolved shall be referred to arbitration. The arbitration proceeding shall be held by an arbitrator who shall be appointed by Pro Chancellor Sharda University. The written decision of the arbitrator shall be final and binding on both the parties. The rule of Arbitration and Conciliation Act, 1996 as amended up to shall apply.

12. If any violation of terms & conditions or gross negligence or theft/burglary or misconduct or any staff found under the effect of illicit liquor or irregularity in rendering of services or non-adherence to uniform code is observed in the working of the Contractor through the deputed staff the following procedure will be followed in imposing the penalty on the Contractor.

a. In the case of first instance of observed violation of terms & conditions or gross negligence or theft/burglary or misconduct or any staff found under the effect of illicit liquor or irregularity in rendering of services or non-adherence to uniform code, warning letter will be issued, if there will be any monetary loss to University the same amount will be recovered from the dues of the Contractor as and when becomes due.

b. In the case second instance of violation of terms & conditions or gross negligence or theft/burglary or misconduct or any staff found under the effect of illicit liquor or irregularity in rendering of services or non-adherence to uniform code, University will

impose fine of Rs.5,000/- and in addition to this University will recover double the amount of loss suffered.

c. In case third instance of violation of terms & conditions or gross negligence or theft/burglary or misconduct or any staff found under the effect of illicit liquor or irregularity in rendering of services or non-adherence to uniform code, University will impose fine of Rs.10,000/- and in addition to this University will recover double the amount of loss suffered. The amount of such fine shall be recovered from the amount due of the Contractor.

13. If it is found again there is violation of the terms and conditions and other reasons of defaults as specified in the points a, b, and c above, after the three instances given by University, University shall have right to terminate the contract and recover the amount of loss with the immediate effect without giving any notice to the said Contractor and the security amount will be forfeited. The Contractor shall not have any right to claim damages or otherwise whatsoever.

I/We agree with the above terms & conditions and the decision of Sharda University, Agra, Agra will be final and binding on us.

Place: SIGNATURE OF THE APPLICANT

Date:

NAME & DESIGNATION

SEAL OF ORGANISATION

Annexure – 1

Sr. No.	BLOCK/BUILDING NUMBER/NAME	Area in Sq ft	FLOORS IN EACH BLOCK
A	Academic Block (B. Tech)		

	Ground Floor	56532.06	4 Floors (All floors are operational)
	1 st Floor	56532.06	
	2 nd Floor	56359.83	
	3 rd Floor	56359.83	
B	D. Pharma	89480.39	5 Floor (Operational)
	Pharmacy		
C	Biotech. Building	11205.23	First Floor-Agriculture
		11205.23	Second Floor-MBA
		11205.23	Third Floor- Biotech
		11269.81	Fourth Floor-Biotech
		11269.81	Fifth Floor- BBA
		11269.81	Sixth Floor- Auditorium
D	Girls Hostel	8040.64 (GF) 27813.96 (1 to 5 Fl)	Only five floors are in operation
E	B.Arch.	11248.29	Basement-COE & Store
		13045.86	Ground Floor- DSW Office
		11248.29	First Floor – T&P and T&D
		11248.29	Second Floor – Design
		11248.29	Third Floor – Arts Faculty
F	Staff Quarter	29277.84	Operational
G	Workshop, Canteen	24864.63	Operational
H	STP	2690.98	Operational
I	Junior Boys Hostel (New)	29740.68 GF 25758.04 1st Floor	2 Floors (G+1 st floor operational)
	Senior Boys' Hostel (Old)	90653.65	4 Floors (G+3 floors operational)
J	Main Road	64583.46	To be cleaned regularly
K	Stadium, Open Theatre	20720.53	Operational
L	Temple Area, Security room	2690.98	Operational
M	Activity Centre	52355.66	4 Floors (Operational)
N	B.Ed. Building	48168.5	5 Floors (Operational)
	Total	552823.69	

Annexure – 2

A. HOUSEKEEPING OF COMMON AREAS

1. Common area Brooming, cleaning, sweeping, mopping and wiping of all floors, staircases, and common passageways, terraces, hostel and faculty rooms and the office premises (including portions outside buildings), etc., daily, including Saturdays or as required. Cleaning activity shall start at 8.00 AM so as to complete all the dusting/ cleaning/ mopping work before 09.30 AM to ensure that the premises are clean, hygienic and aesthetically appealing at all times.
2. Continuous cleaning/mopping to be done at reception floor, passageways, toilets, entrance lobbies and other floors during office hours.
3. Cleaning and dusting of entire partitions, glass panes, wooden cabin walls, railings, doors, windows, wall-mounted fans, storage cupboards, and other office equipment and/or accessories, including common furniture in waiting areas and other ornamental items etc. inside the building with dry/wet cloth, feather brush and duster.
4. Daily cleaning the common passages is clean and odour free.
5. Cleaning and sweeping of open area including roof tops with brooms or mechanical sweepers.
6. Cleaning of emergency exits at regular intervals.
7. Thorough cleaning of all toilets using required detergent and disinfectants, putting naphthalene balls and air purifier in all urinals, wash basins and WC area to maintain wash rooms, toilets, wash basins etc. clean and disinfected.
8. Daily removal of garbage & other wastes and cleaning of dustbins and putting plastic bags in dustbins every morning and disposal of garbage every evening after office hours to the collection point.
9. Cleaning of the outside of water purifier machines and the drains connected to it.
10. Lifting, carrying and disposing the dead birds, animals, rats, and insects' etc. if found in and around the building.
11. Clearing of any choking's in the drainages, manholes etc., and ensuring that there is no blockage of drains.
12. Proper registers/records for the jobs carried out on daily, weekly, fortnightly and monthly basis will be maintained by the Manager.

JOBS TO BE CARRIED OUT DAILY IN THE COMMON AREAS:

- Cleaning of toilets in common areas at least thrice daily (at 8.30 AM, 12.00 Noon & 3.30 PM) with phenol and detergent etc., and maintain the toilet floors dry during office hours. Cleaning of windows and windowsills of all toilets to be done regularly.

Wash basins, urinals, WC are to be cleaned with suitable detergent. Flushing system of all toilets is to be checked at regular interval every day and defect if any to be reported to the University In Charge for rectification. Naphthalene balls, air purifier and liquid soap and paper rolls where required are to be provided by the maintenance agency regularly to ensure continuous availability of these materials in requisite place/container.

- Cleaning of corridors staircases of common area with suitable disinfectants in the morning and with plain water continuously. • Cleaning & mopping of pantries e.t.c rooms once in a day during office hours.
- Cleaning of office working areas, removing dust from floors, windows, doors, fixtures, cupboards, air conditioners, filing almirahs, cabinets, glass panes etc. with dry/wet duster and or with suitable cleaning agent. • Collection of wastepaper from rooms, wastepaper baskets, lobbies and putting in bags at the specified location.
- Cleaning of carpets by soft brush and /or vacuum cleaners.
- To clean glass panes on doors, windows & partitions with soap/cleaning agent.
- Cleaning of blockages in sewer and pumping lines in common areas within premises as and when required.
- Cleaning gulley trap and manholes of common areas as and when required.
- Cleaning of duct and shaft spaces, garbage, and removal and putting them in spaces defined by the University Administration.
- Cleaning/removal of any type of stains of ink, betel juice, etc. from the building premises and staircases.
- Cleaning, sweeping and wiping of floors, furniture and hand-washing area etc. during office hours.
- Cleaning of lift walls with silver/brass liquid cleaner.
- Room fresheners in all office area to be used daily in the morning.

JOBS TO BE CARRIED OUT WEEKLY IN COMMON AREAS:

- Acid cleaning of sanitary ware without damaging their shine, scrubbing and cleaning of floors and walls in toilets/rooms, corridors with soap, detergents, kerosene/petrol or any other chemicals, automatic floor mopping/scrubbing machine to be used at least once in a week.
- Cleaning of fabric upholstered sofa sets with vacuum cleaners and leathered upholstered sofa set and chairs with soap solution/ cleaning agent of approved quality.

JOBS TO BE CARRIED OUT FORTNIGHTLY BASIS IN COMMON AREAS:

- Polishing of brass items with approved brass cleaning material.
- Cleaning of carpets in rooms by vacuum cleaners without damaging the carpet.
- Dusting of false ceiling etc. with soft broom and cloth.
- Cleaning of sofa sets with soap water/ vacuum cleaners.
- Washing and cleaning of driveways, parking areas and roads within the premises.
- Lift, lobbies and all toilets floors and other areas, as may be deputed by University Administration, shall be cleaned with floor scrubbing machine.

JOBS TO BE CARRIED OUT ON MONTHLY BASIS IN COMMON AREAS:

- All floors in common area including staircases shall be cleaned thoroughly with floor scrubbing machine with soap and water to remove all stains etc.
- Total office area floors to be cleaned with floor scrubbing machine, wherever required as per directions of the University administration.