

#### Contract

Contract No: GEMC-511687749042236

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Bid/RA/PR No:GEM/2019/B/440464

Organisation Details		Buyer Details		
Туре:	Central Autonomous	Name:	Kamal Singh	
Ministry:	Ministry of Human Resource Development	Designation	n: Section Officer	
Department:	Department of School Education and Literacy	Contact No	).: -	
Organisation Name:	National Institute of Open Schooling (NIOS)	Email ID:	buyer4.nios.noida@gembuyer.in	
Office Zone:	Noida	GSTIN:	09AAATN4906C1ZT	
		A dalama a a c	A 24/25 INSTITUTIONAL AREA SECTOR 62 NOIDA,	
		Address:	GAUTAM BUDDHA NAGAR, UTTAR PRADESH-201309, India	

#### Financial Approval Detail

IFD Concurrence : No

Designation of Administrative Approval : secretary Designation of Financial Approval : secretary

S.No	Consignee Name	Service Procured	Service Details including Add On	Quantit
1	Shoaib Raza Khan Landline-120-4089824- con4.nios.delhi@gembuyer.in A 24/25 INSTITUTIONAL AREA SECTOR 62 NOIDA, GAUTAM BUDDHA NAGAR, UTTAR PRADESH-201309, India	Hiring of Sanitation Service	Monthly Volume of Garbage (In Tons) : 10 Minimum Wage Per Month (Including ESI,PF,ELDI, PF Admin Charge, and relieving charges if applicable) in INR exclusive of GST : 18138	36
Service Provider Details				
	pany Name:	RAJ SECU	RITY AND FACILITY MANAGEMENT PRIVATE LIMITED	

	Contact No.:	09970053346
Email ID: caartapdiyawithu@yahoo.in		caartapdiyawithu@yahoo.in
Address:	Address	S.No. 16/1/A/2,Raghunath Complex,Undri,Hadapsar,
	Address.	Pune, MAHARASHTRA-411028, -
	MSME verified:	Yes
	MSE Social Category:	General

#### **Service Details**

Contract Start Date : 01-Feb-2020

Contract End Date : 05-Feb-2021

Service	Quantity	Rate Sheet		Estimated Amount
Hiring of Sanitation Service Billing Cycle : monthly Category Name : Hiring of Sanitation Service Machinery and Cleaning Agents : Customised List Category of Resource : Sanitary Attendant Type of Area : All Areas Zipcode : NA Number Of Working Days in Week : 6 Cleaning Cycle : Daily Cleaning Frequency : 2 District : NA Area Inclusions : All Areas Add-ons : - Garbage Lifting and Disposal (Per Ton Cost) : t	36	Other Charges Including Allowances over and above Minimum Wage (% Per Month)	0.010	8,066,904.84
		Total Estimated Amount Including All Duties and Taxes in		8,066,904.84

# CLEANING AND SANITATION SERVICE

## 1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Sanitation Services provider. The purpose of this agreement is to facilitate implementation of Sanitation Measures at the Buyer's premises. This Agreement outlines the scope of work, Buyer's Obligations and Special Terms and Conditions of Services covered as they are mutually understood by the stakeholders.

## 2. Objective And Goals

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of service to Buyer by Service Provider.

The goals of this Agreement are to:

- 1. Present a clear, concise and measurable description of service provision to the customer.
- 2. Establish Terms and Conditions for all the involved stakeholders.
- 3. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.
- 4. To provide clear reference to service ownership, accountability, roles and/or responsibilities.

## 3. Service Scope

The scope includes requires the Service Provider to provide manpower and resources for the Buyer Department to maintain cleanliness and hygiene of the mentioned area. The buyer will have option to outsource sanitation service depending upon the area or event.

Here we are classifying the Areas into following parts:

No	Area Type	
1	Indoor Area	
	(Like Cabins, Corridor, Halls, Medical Rooms, Service Rooms, Class Rooms, Staircase etc)	
2	High Intensive Area	

	(Like Washrooms, Entrance Lobbies/Receptions etc)				
3	Outdoor Area				
	(Like Lawns, Playground, Garages, Parking, Roads inside the campus etc)				
4	Exterior of the Building				
5	Seating Area (Stadiums)				
	All Areas specification will include - Indoor, Outdoor, High Intensive, Exterior of the Building, Seating Area or an other are as per Buyer's requirement. The Scope of the Area will be as per the area type/ job description.				
3.1 C	3.1 Common Areas (Entrance Lobbies/ Reception/ Conference Hall)				
2.	2. Wiping of the glass doors on all the entrances.				
	<ol> <li>Cleaning the entire common area at a convenient time without hindering the occupants movement which includes Sweeping, Mopping, Scrubbing, buffing etc.</li> </ol>				
3.	3. Periodical wiping of the entire side walls - Marble / Granite / Tiles/ Wooden Panels.				
5.	5. Periodical dusting or vacuuming and wiping of all fixtures and furniture in all the entrance lobbies				

7. Keep the signage clean and visually clear.

- 9. Sweeping and smooth brushing of the lift floors removal of all dirt etc. throughout the day.
- 2. Dusting and Wiping of all the lift doors.
- 4. Collection of all waste material and its disposal as per instructions of the Buyer Department.
- 6. Cleaning of rugs and carpets on floors with vacuum cleaner
- 8. Cleaning of water cooler tanks, Air conditioning grills and space underneath water coolers.
- 10. Dusting and cleaning of fans, electrical fittings, windows, panes with glass cleaning chemicals/agents and cleaning b partitions and other furniture, paneling etc.
- 12. Cleaning of wall, ceiling for dust, cobwebs etc.

## 3.2 Staircase And Fire Staircase

2. Sweeping of all the staircases and common landings.

- 4. Removal of dust etc. from the skirting top.
- 6. Ensuring signage are clean and visually clear.
- 8. Cleaning of all the fire escape doors.
- 10. Cleaning of all the ceilings and walls for dust, cobwebs, etc.
- 12. Thoroughly wipe all door handles, latches, tower bolts, etc.

### 3.3 Pantry/Cafeteria

- 2. Cleaning of water cooler tanks and space underneath water coolers.
- 4. Check & clean water dispenser & vending machines.
- 6. Cleaning of refrigerators, tea/coffee vending machines and furniture if any, in the pantry.
- 1. Cleaning of cobwebs, wax polishing of walls, floor areas etc.
- 1. Maintain hygiene in the pantry all times.

### 3.4 Basement/ Parking Area/ Service Areas

- 2. Removal of grease and dirt stains from the surfaces.
- Cleaning of machine rooms and other sensitive areas floors, walls and ceilings (in the presence of the operators in these areas). The machinery itself will not be touched by the cleaning staff since the operators will clean their own equipment cleaning of ceilings and walls so that cobwebs, stains etc. are taken care of.
- 3. Cleaning of the car parking area.
- 5. Cleaning of Substation, HVAC Plant Room, Pump Room, AHU Rooms, Ventilation Rooms and Other Service Rooms without affecting the Operation of the Equipment.

### 3.5 Restrooms

- 2. Sweeping and mopping of the floor and keeping the floor without stains throughout the day.
- 1. Mopping of all glazed tiles and keeping them clean.
- 1. Washing and mopping of floor areas with detergents.
- 1. Acid cleaning of sanitary wares without damaging their shine/lustre.
- 1. Washing of all the urinals, closets and washbasins with mild soap solution / cleaning solutions.
- 1. Ensuring clean and visually clear mirror throughout the day by periodic cleaning using glass cleaner.
- 1. Replace toiletries such as fresheners, naphthalene balls, hand soap, tissue papers etc. as and when required.

- 1. Clean all toilet fixtures and fittings.
- 1. Urinals should have disinfectant naphthalene balls at all times.
- 1. Clearing of the dustbins in the toilets periodically.
- 1. Cleaning of walls, ceiling for dust, cobwebs etc.

### 3.6Surroundings

- 2. Removal of all litter, mud, dust, etc within the periphery of the building as and when felt necessary during the day.
- 1. Taking necessary precautions to maintain the entrance to the building clean.
- 1. Sweeping of all the roads, parking area and open area etc.

### **3.7Exteriors Of Building**

- 2. Clean the glass and other structures inside and outside with a suitable approved glass cleaner leaving no streaks behind.
- 1. Clean the metal frame dust as well as use a mild wet mop so that no stains remain on its surface.
- 1. Extra care shall be taken of the joints between the glass and the frame so that no dust settles there.
- 1. Thorough cleaning and buffing so that surfaces are clean and visually clear.
- 1. Keeping the terrace clean of all litter.
- 1. Keeping all external signage clean.
- 1. Cleaning of external wall & Surroundings

### 3.8Seating Area Of Stadiums (Indoor/Outdoor)

- 2. Sweeping of all the staircases and common landings.
- 1. Removal of dust, stains etc. from the skirting top.
- 1. Ensuring signage are clean and visually clear.
- 1. Cleaning of all the fire escape doors.
- 1. Wiping and removal of dust, stains etc of all seats or sofas and under space of seats.
- 1. Cleaning of all the ceilings and walls for dust, beehives and cobwebs etc.
- 1. Thoroughly wipe all door handles, latches, tower bolts etc.

## 4. Terms And Conditions

#### 4.1 Buyers Obligations

This Buyer Department shall provide a small room/space for supervisor & storage of materials etc. to the Service Provider free of cost during the period of contract. No name of agency shall be allowed on the room and nobody will be allowed to stay in the office unnecessarily after office hours without permission.

- 1. The Buyer Department shall provide sufficient running water or stored water for cleaning purposes.
- 1. The Buyer Department may provide all the consumables mentioned in the Appendix at their own cost .
- 1. If the consumable items are provided by the Service Provider the cost has to be included for the consumables by them.

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SR. No	Items	
1	Liquid soap in toilets/wash rooms	
2	Naphthalene Balls	
3	Phenyl liquid 5 ltr	
4	Toilet cleaner	
5	Glass cleaning agent	
6	Tissue papers	
7	Air Fresheners (75 gm pkts)	
8	Air perfume	
9	Acid (HCL)	
10	Toilet paper rolls	Ī

11	Disposable bags for garbage collection (biodegradable)	
12	Liquid soap General toilets	
13	Urinal cubes	
14	Cleaning powder	
15	Mosquito repellents	
16	Glass Cleanser Spray	
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## **4.2Service Providers Obligations**

- 2. The Service Provider would submit a daily monitoring report to the Buyer Department.
- 1. A weekly log of the services rendered will be maintained and presented to the Buyer Department.
- 1. The Service Provider would submit a list of all employees along will full addresses for security to the Buyer Department at the time of contract. The employees deployed should be medically fit.
- 1. The Service Provider will have to deploy experienced and skilled workers for the job of housekeeping.
- 1. The service provider have to maintain compliant register at location decided by the concerned administrator.
- The employees of the Service Provider should wear uniform along with a name tag and i-card. The Service Provider would provide the necessary equipment required for the mechanize service along with the equipment listed below at his own cost.

Floor Duster	3M Doodlebug	Floor Wiper	Telescopic Rod
White Dusters	Mop Wringer Trolley	Hard Gloves	Pressure Pump

Bamboo Brooms	Vacuum Cleaner	Soft Brooms	Safety Signage
Rubber Stamps	Hard Brooms	Feather Brush	Kentucky Mop
Toilet Brush	Barricade Tape & Stand	Hand Brush (Scrubber)	Gloves HB
Vacuum Pump	Glass Wiper	Carpet Brush	Safety Shoes
Buckets/Baskets	Dust Pans		

### 4.3 Special Terms And Conditions

- The Service Provider shall abide by and comply with all the relevant laws and statutory requirements covered under various Labour Acts, Minimum Wages Act, Contract Labour (Registration & Abolition) Act 1970, EPF, ESI etc. with regard to the personnel engaged by him for providing support services. It will be the responsibility of the Service Provider to provide details of all manpower and resources deployed.
- 4. The Agreement shall commence w.e.f the date of effectiveness of the agreement unless it is curtailed or terminated the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
- The Service Provider shall not engage any sub-Service Provider or transfer the contract to any other person in any manner.
- 8. The quality assurance and control shall be ensured by the Service Provider in all respects.
- 10. The requisite supervisory staff shall be provided at all the site of work for effective supervision and quality assurance work.
- 12. The Service Provider shall take care of lifting, carrying and disposing dead birds, animals, rats and insects.
- 14. All materials to be used for cleaning and other consumables shall be in conformity with the specifications/brand/make of Government approved standards.
- 16. The Service Provider shall ensure that the person deployed are disciplined and shall enforce in prohibition of consumption of alcoholic drinks, paan, smoking, loitering and shall not engage in any immoral act.
- 18. Garbage collection drums should be placed at all suitable points. The drums should be provided with polythene bags which may be removed so that garbage does not spell out or spoil the drums.
- 20. Under no circumstances the garbage collected would be kept inside complex and all the arrangements to be made b the agency for its disposal at a suitable place at his own cost as decided by concerned department.
- The Service Provider shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

- 24. The employees of the Service Provider should be present on duty as per the Buyer's department instruction.
- 26. The agency shall maintain sufficient stock of all items required for cleaning of the premise.
- 2. The Buyer Department shall have the right to inspect the cleaning site at any time and also to issue such orders and direction to the organization as may be considered necessary. The organization shall ensure that such orders are compiled forthwith.
- 4. The Service Provider shall deploy a person to supervise the cleaning and maintenance services, who will report to th concerned Buyer Department on a daily basis.
- 6. The Service Provider shall ensure all consumables are within the expiry.

## 5. Penalty And Termination.

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S NO.	Service level agreement	Penalties for non-compliance
1	Non completion of the cleanliness operation mentioned in the contract.	Penalize the Service Provider by 0.25% of the Monthly billed amount per incident up to maximum of 5% of monthly bill.
2	If the employee is found responsible for any theft, loss of material/ articles and damages	Immediate payment in actual/replacement, equivalent to the value of the article theft/lost/damaged as decided by the buyer depending on the gravity of the act. Also, the manpower responsible to be replaced.
3	Cumulative Penalty	Cumulative Penalty cannot exceed more than 10% of the total contract value.
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Additional Required Data/Document(s) : Buyer

1. Additional Scope of Work and Size of Areas to be Serviced :click here

Additional Data/Document(s) : Seller

1. Certificate (Requested in ATC) :click here

**Terms and Conditions** 

#### 1. General Terms and Conditions

1.1 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

1.2 Terms of delivery: Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

**1.3 Delivery period:** The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.

1.4 Performance Security: If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

**1.5 Taxes and Duties:** Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

1.6 Octroi Duty and / or other local taxes: Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

1.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

1.9 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

#### 1.10 Financial Certificate:

1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.

1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

1.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

#### 2. Additional Terms and conditions

2.1 AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.