

AGREEMENT

- 1 This agreement is made on (_____) between **Sant Longowal Institute of Engineering and Technology, Longowal** (Hereinafter called SLIET which expression shall unless excluded by or repugnant to context, include the successors and assignees) and, _____ (Hereinafter called the contractor which expression shall unless excluded by or repugnant to context, include his successors and assignees) on the other part to start the sanitation work etc. **w.e.f. _____ for _____.**
- 2 Whereas the SLIET has invited tender vide NIT for Providing **Sweeping & Scavenging Services in the SLIET for _____.**
- 3 The Director SLIET Longowal has approved the tender for the work at an amount of Rs._____. The work is to be carried out as per the direction of the Officer In-Charge.
- 4 The scope of services to be rendered under each item can be increased or decreased as per requirement, which may vary up to 10 % on either side and the contractor shall be paid accordingly.
- 5 The contract period shall be for _____ **months w.e.f _____.**
- 6 It shall be sole responsibility of the contractor to ensure effective sweeping & scavenging, cleaning, dusting etc and if there is any property loss of the Institute during the course of their work/ duties on account of dishonesty, theft, connivance or due to any other than natural calamity, the same shall be recovered from the contractor.
- 7 The contractor will take all steps as required under law in case of any loss or other contingency in consultation with the Institute.
- 8 The contractor will ensure that no item of the Institute is taken out from the building/ their place of duties/ campus without proper gate pass issued by the

Institute. The entry on this account is to be made in the register kept for the purpose. Any vehicle coming in and going out from the premises is to be recorded/ made in the aforesaid register.

9 Income tax as applicable or any other tax imposed by the Govt. shall be deducted from the running & final bills. Security deposit @ 10% will be deducted from the monthly bills. Security Deposit will be released on successful completion of the contract agreement. The SLIET will not be liable to pay any interest on the security deposit which remains in its custody.

10 Any dispute arising out of or in connection with this contract agreement shall be referred to the sole Arbitration of an arbitrator to be nominated by the Director, SLIET, Longowal. The award by the arbitrator shall be binding on both the parties.

11 All materials and equipment required for performance of the services / arrangements i.e. sweeping services will be provided by the contractor in the first of every month (**Annexure- III**).

Rickshaw Rehries	02
Large Sized Polyethylene bags for Dustbins	31 Nos./day (01 for each dustbin)
Phenyl (black)	415 Ltrs/month
Acid	234 Ltrs/month
Jharro Phool	108 Nos./month
Jharro Narial	108 Nos./month
Naphthalene Balls	234 Kg/month
Washing Powder	184 Kg/month
Harpic 400 ml	31 Nos./month
Duster Cloth	155 meters/month
Hassan cloth	155 meters/month
Wall cleaning brush	106 Nos./month
Toilet cleaning brush	88 No./month
Wash-basin Scrubbers (plastic) big size	44 Nos/month
Wipers	106 Nos./Year
Buckets	106 Nos./ Year
Mug	106 Nos./ Year
T-shaped Pocha Holder	106 Nos./ Year

12 The agency will provide Rickshaw Rehries (02 Nos.) and will deploy two-three persons on every day for door to door collection of garbage from residential area, Academics area, Administrative area, SAC, Health Centre, SMS, Estate Office, Hostels etc.

13 The Agency will provide large sized polyethylene bags for large sized Dustbins located in all the building. This polyethylene bags have to be replaced on daily basis by the agency. **The Dustbins are to be provided by the Institute.**

14 The cleaning of all the dustbins will be done twice a week (on Wednesday and Saturday).

15 The Agency will ensure that the personnel deployed by the Agency for

sanitation are well-dressed in uniforms provided by the Agency and have all necessary sanitary items for duty. The Agency will provide two uniforms along with turban/cap, long shoes and hand gloves of good quality (for summer and winter seasons separately). The seasonal uniform such as jerseys (woolen sweaters) will also be provided by the Agency and the Institute shall have no liability whatsoever on this account. The Agency shall not deduct any amount on account of cost of uniform from the wages of the individuals. The color of uniforms/shoes will be decided by the mutual consent of the parties. The list of items to be provided in the Uniform is :

- (a) Shirts/Kurties (2 No.)
- (b) Pants/Salwars (2 No.)
- (c) Turban/ Caps/Duppatta (02 No.)
- (d) Black Shoes and shocks (02 Pairs)
- (e) Hand Gloves (02 No.) for Acid use
- (f) Jercy (01 No.)

16 The contractor will not sub-let the contract for these services to any other agency or individual (s).

17 The contractor will abide by all labour laws (including obtaining labour license from competent authority) .The SLIET will not be responsible for any dispute out of contravention of any labour laws.

18 The contractor shall be responsible for compliance of various statutory obligations like Minimum Wages Act of Central government or any other allowance as applicable for educational Institute, Workers Compensation Act and other laws as enacted from time to time. The contractor shall comply with all provision of the contract labour (Regulation & Abolitions) Act 1970. Contract Labour (Regulation & Abolition) Central Rules 1971, or any other Act/ Rule/ Statute enacted by Govt. of India or Govt. of Punjab. It will be in the form of affidavit on non-judicial stamp paper of appropriate amount to be submitted at the time of executing agreement for the _____.

19 The contractor will maintain absolute integrity with regard to all the matters that comes to his/her knowledge by virtue of this contract.

20 The responsibility for implementing the instructions/ guidelines for working on National holidays and Sundays would be on the Contractor.

21 Since the personnel will be the employees/worker of the contractor, the SLIET will not have any concern or relation with them either directly or indirectly and all statutory obligations shall be discharged by the contractor.

22 The person to be deputed as “Sanitation” should have proof of Date of Birth and age between 18 to 60 years.

No sanitation person will wash the cars of Faculty/Staff and ironing of cloths during duty hours. The sanitation person doing such job during duty hours will be punished accordingly.

23 The character and antecedents of each and every Sanitation personnel deployed in SLIET, Longowal should be certified by the firm in writing. The list of all the Sanitation Personnel alongwith their permanent address, recent photographs with signature must be submitted within 30 days from the commencement of the contract in duplicate.

- 24 It is clearly understood by both the parties that this agreement is a
commercial agreement and is not for creating any employment.
- 25 The contract for Sanitation will be on “Area Basis” not on “Person Basis”.
However, for smooth operation of sanitation, the minimum numbers of
sanitation workers to be deployed is 65 (Sixty five) and one (01) Supervisor.
The total amount of the contract will not be increased with increase of
minimum wage rate by the Central Govt. during the contract period. The
Agency will be responsible to pay increased minimum wage rates to the
workers. With the increase in “Work area”, a proportional number of
sanitation persons have to be increased by the contractor.
- 26 No Sanitation & Cleaning person will wash the cars, gardening of and cloth
ironing Faculty/Staff during duty hours. The Sanitation & Cleaning person
doing such job during duty hours will be punished accordingly.
- 27 (i) **PAYMENT OF MONTHLY BILLS:**
The payment of monthly bills to the Agency will be made by the Institute
within 10 days of the receipt of bills from the Agency. The Agency will pay
for 24 days for February, 25 days for leap year of February, 26 days for
months having 30 days (i.e. for April, June, September and November) , and
27 days for the months having 31 days (i.e. for January, March, May, July,
August, October and December). The monthly salary will be computed by
multiplying number of working days/Extra duties with minimum daily wage
of Central Govt. Consolidated bill with full details will be submitted by
contractor by 3rd of next month and after due scrutiny SLIET will make
requisite payment to contractor by 10th of the same month of submission of
the bill along with satisfactory reports from departments. However,
responsibility of making timely payment of wages to the workers lies with
the contractor.
- The Contractor should provide the following items along with the bill:
- (a) Copy of Combined EPF Challan as proof of EPF Deposit for the month of
previous month in concerned EPF Account of individual workers deployed in
SLIET by contractor.
 - (b) Copy of Form No. 12A (along with undertaking by contractor regarding the
strength of employees at SLIET, Longowal).
 - (c) Original Bill
 - (d) Wages paid certificate of the previous month.
 - (e) Copy of Wages sheet for the previous month.
 - (f) The contractor shall furnish documentary evidence from E. P.F. Authorities
regarding monthly deposit of E.P.F. against the names of the personnel
deployed having Individual EPF Account No. of each personnel,
Designation, Age, Sex, date of joining etc.
 - (g) Copy of receiving of monthly return of previous month submitted with
concerned EPF office.
 - (h) Form 10 A (if any worker is relieved from duty during the month).
 - (j) Form 5A (if any worker joins during the month)
 - (k) The contractor will verify that the original Forms have been submitted to the
Concerned EPF office.
- (ii) Wherever any over payment comes to the notice of SLIET the same shall be

deducted by SLIET from any sum due or which at any time thereafter may become due to the Agency under this tender/agreement/contract and failing that under any other tender/contract/agreement with SLIET or from the security deposit of the tenderer.

(ii) SLIET reserves the right to carry out post payment audit and/or technical examination of the final bill including all supporting vouchers, abstract etc. SLIET further reserves the right to enforce recovery of any overpayment whenever detected

(iv) If as a result of such audit and technical examination, any overpayment is discovered in respect of any work done by the Agency or alleged to have been done by the Agency under the tender/agreement/contract, it shall be recovered by SLIET from the Agency by any or all the methods prescribed above.

28 EPF deduction made by the contractor from the workers engaged by him/her is to be deposited in concerned EPF office Code No allotted to the Contractor.

29 The workers of the contractor shall have no privity of the contract with contractor and there shall be no master servant relationship between the SLIET and Contractor's workers of any nature whatsoever.

30 The contractor will ensure that no worker of the contractor shall stay in campus beyond duty hours.

31 The contractor will be bound to follow the instructions of the Institute authorities.

32 The contractor is required to provide the complete list of his/her workers to the Chairman, Security & Sanitation to ensure that bad elements may not enter the Institute premises.

33 If the performance of workers and material supplied is not to the desired quality & quantity as reported by different departments/ sections of the Institute or found by the concerned officials of SLIET, the contractor will be informed about the shortcomings in writing and will be given time to make necessary improvements. If still it is found that no improvement is made, penalty @ 5 % from the monthly bill shall be imposed and the contract for the work may be cancelled in between after giving 7 days notice to contractor.

34 The contractor shall ensure that his/her workers shall not indulge in any kind of illegal activities and shall not create any nuisance within the campus / premises of the Institute. For this the contractor shall be held responsible for this act of indiscipline in the Institute. Contractor shall apprise the workers regarding the laws in such cases and shall ask them not to indulge in such practices within the Institute premises.

35 Any illegal activity by the workers within the premises of the Institute is to be tackled by the contractor as per the prevailing law. Any failure on the part of contractor will attract a penalty of ½ % (half %) per day of the contract value.

36 The contractor shall maintain the integrity and respect of the contract and shall not indulge in communication with the Institute authority, which may

reflect the direct involvement of contractor in disturbing the healthy environment of the Institute. In such cases the contractor shall be held responsible.

37 Information under RTI act 2005 is to be furnished by the Contractor. The Institute shall not be responsible for any RTI and EPF query.

38 Contractor will also submit a affidavit for committing minimum wages to the workers deployed by him/ them, abide by the labour act 1970 amended from time to time, Contract Labour Central rates, 1971, workmen compensation Act, P.F & Misc. Provision act 1952 before the start of the work. Security deposit will be released once no objection certificates are made available from all the statutory bodies relevant under the contract viz. NOC from concerned EPF office, NOC from Concerned Labour Commissioner Office, Form 3A and 6A (Annual return of EPF) with proof duly received in the Concerned EPF office, EPF deposit slips of individual workers issued from concerned EPF office, the proofs of Service Tax, any govt. levy's, deposits with govt.

Director
SLIET, Longowal (Sangrur)

Contractor

Witness

Witness

AFFIDAVIT

I _____ give the following undertaking and commitments to SLIET.

- a) That _____ will release the payment as per minimum wages act of Central government to its employees.
- b) That _____ will follow the Contract Labour act, 1970 the Contract labour Central Rules 1971, Workmen Compensation act. Employees Provident Fund and Miscellaneous Provision Act 1952 or any other Act/ Rule Statute enacted by Govt. Of India or Govt. of Punjab.
- c) That _____ will follow all clauses as mentioned in the Agreement between SLIET & _____ for provision of **Sweeping & Scavenging Services from _____ for _____ months.**
- d) That _____ shall abide by the terms & conditions of the agreement.

Verification

Verified that the contents of above affidavit are true and correct as per our knowledge and nothing has been concealed there in.