

INDIAN INSTITUTE OF TECHNOLOGY, BOMBAY
POWAI, MUMBAI-400 076
PUBLIC HEALTH OFFICE
(Hostel- 1,2,3,4,5,6,7,8,9,15,16,tansa)

NO. PHO/F-HK-C/2014/

To,
M/s B. M. Utility Services Pvt. Ltd.
7/A, Neelkamal Society,
Bajwa Karodia Road,
PO: Bajwa- 391310
District- Vadodara

NAME OF THE WORK - Housekeeping work contract for Group- C

GROUP C

Hostel No. 1, Hostel No. 2, Hostel No. 3, Hostel No. 4, Hostel No. 5,
Hostel No. 6, Hostel No. 7, Hostel No. 9, Hostel No. 15, Hostel No. 16,
Tansa House, SAC, Swimming Pool (Old), Indoor Stadium & New
Swimming pool, Toilet blocks of Type - I Bldg No. 11

Ref:- Your commercial offer dated:- 21/3/2014

Dear Sir,

This has reference to you offer for the above mentioned work.

- 1) Your offer for **Rs. 2,73,98,839/- (Rs. Two Crore Seventy three lakhs Ninety Eight thousand Eight hundred & Thirty Nine only)** is here by accepted as per the rate mentioned in the schedule of work enclosed herewith.
- 2) The contract shall be for a period of 01 year.
- 3) The date of commencement of work will be from 1st June 2014 to 31st May 2015
- 4) Security deposit @ 10% will be deducted from the bill and refunded after completion of period of 12 month and Income Tax @ 2.00% or as per time to time notification from Income Tax Department and any additional charges /taxes as levied by the authorities will be recovered from the bill as per the conditions of contract accepted by you.
- 5) The Security Deposit thus recovered will be refunded after completion of 12 month from the date of work completion, after the receipt of application from you, with provident fund paid yearly online statement of all workers and ESIC payment details of same period to that effect. No dues from all location where you provided Housekeeping Services and NOC from all workers those who worked during contract period related PF contribution and withdrawal of and any arrears. If the application will not be received with in three years, the same will be credited to the Institute account and there after no claim will be entertained.
- 6) Agreement will be concluded as per normal procedure of the IIT Bombay for which you may contact the undersigned until the same is concluded, the quotation/tender submitted by you will be part and parcel of the contract.
- 7) Contractor will not be allowed to sublet the work to sub-contractor, if found said work will

be terminated and you will be blacklisted with intimation to other Organization.

- 8) Contractor should work as per terms and conditions of tender documents of this office and this work order will be part and parcel of this contract.
- 9) The contractor shall follow the rules and regulations of the Contract Labour (Regulation & Abolition) Act 1970 and rules 1971.
- 10) The Contractor shall provide PF & ESIC facility to the labourers as provided in the PF & ESIC Act.
- 11) The Contractor shall follow the Minimum wages Act. and salary to the labourers disburse on or before 7th of every month.
- 12) The salary shall be paid in the form of A/C payee cheque and disbursement should be made in the presence of PHO representative .
- 13) Every month salary register & Attendance Register shall be submit in PHO before release of payment for checking.
- 14) The contractor shall obtain required labour license from RLC (Central) within 15 days from the date of issue of work order. All returns as per rules shall be submitted to the RLC (Central) by the Contractor.
- 15) Contractor should keep the muster roll for each site and labourers should sign the muster of the contractor which will be verified by Public Health office Representative during the disbursement of salary.
- 16) The contractor should complete all work as per daily, weekly & monthly scope of work for all working days, Saturday, Sunday and Holidays during their contract period.
- 17) Any liability/Penalty arising from Labour Commissioner office/court or any other Govt., Semi-Govt. Office shall be deducted from bill/S. D./E.M.D. Amount of contractor.
- 18) A copy of the license shall be displayed permanently at the premises where the work is being carried out on the board which included the details of contractor, Rate of minimum wages, contact No. & addresses of labour commissioner office authority.
- 19) Workers engaged by contractor for complete work should attend the duty in uniform with his identity card. Contractor can obtain Temporary Identity cards for their workers from the security office of this Institute. Also contractor should submit list of workers those are working in the Institute with P.F. & ESIC No. to Public Health Office & Security Section. The workers those are don't have Temporary Identity card of IIT Bombay are not allowed Inside IIT Bombay campus. Also working those who don't have ESIC card will be not allowed to perform their duties.
- 20) All safety & security rules, regulations and practices prevalent in the Institute should be strictly followed by the contractor and contractor labours.
- 21) Contractor should fill the form of P F & ESIC and get the PF number & ESIC card of all workers within 30 days of contract starting date. After one month workers those have not a ESIC card will be not permitted for the work.

- 22) The contractor should make necessary arrangement of welfare and Health of their labours at his own cost.
- 23) The contractor shall be responsible for any injury or loss caused to his workmen. He shall obtain necessary insurance from approved Insurance company and relieve IIT Bombay free from Responsibilities/liabilities in this respect.
- 24) Service tax will be reimbursed to the Contractor when the proof of payment made by the contractor to the respective department will be produced along with their C. A. recommendation letter.
- 25) The contractor shall submit bill in respect of the services rendered by him in duplicate on calendar month basis with daily, weekly & monthly online report measurement statement by PHO and accepted by contractor , xerox copy of salary paid register, attendance sheet P.F., ESIC & Service tax paid challans with statement of all labours of same month.
- 26) All statutory requirements are compulsory and will remain unchanged. (i. e. D. A ,Basic, P.F. and E. S. I. C.) contractor should responsible for the increase in the rate of Basic, D.A. P.F. and ESIC and payment of it to workers and concerned authority. IITB will not responsible for reimbursement of increase amount.
- 27) IIT Bombay reserves its right to split the work if necessary among two/three/four or more contractors.
- 28) The terms & conditions mentioned in the workmen's compensation act, Industrial disputes act, Minimum wages act, payment of bonus act, factories act, contract labour act etc. are to be followed scrupulously.
- 29) As per Bonus Act contractor is responsible for the 8.33% payment of bonus based on payments withdraw during contract period to the labourers those are working in IITB. Institute will not reimburse bonus amount to the contractor because this amount considered in the minimum wage calculations & rate analysis of this contract, on the basis of minimum wages circular No. 1/11(1)/2013-LS-11 Govt. of India,Ministry of labour and employment, office of Chief labour commissioner, New Delhi.
- 30) IIT reserves its rights to entertain complaints of labourers, to investigate into the matters and if labourers' claims are found to be correct, the said amount will be adjusted through RA bills/Security Deposit of the Contractor and release the said payment to the labourer.
- 31) The contractor shall be held responsible for engagement, discharge and payment of persons engaged by him and completion of all work as per scope of work of this contract.
- 32) It will be the whole responsibility of the contractor to supervise the jobs carried out by your labours as per scope of work given by PHO.
- 33) The wage rates, holidays, hours of work and conditions of services of the workmen of the contractor shall be such as may be specified in this behalf by the chief labour commissioner (Central).
- 34) For the irregular /incomplete/unsatisfactory service, penalty of Rs. 5000/- per day shall be imposed on contractor and this amount will be deducted from contractors monthly payment.

- 35) In the event of failure to carryout the work assigned under the cleaning, sweeping & upkeeping contract to the satisfaction of IIT Bombay. The Institute reserves the right to get the work done through the alternate sources at the cost and risk of the contractor and same contract will be terminated and it may awarded to other contractor.
- 36) The contractor has to follow the Govt. labour Acts which are in force at present and introduced from time to time, such as Acts enforced by Regional provident fund commissioner. Directorate of E.S.I.C. And Enforcement officer of contract labour act, and all necessary arrangement for labour security insurance will have to be made by the contractors at his own cost including minimum wages declared by competent authority from time to time.
- 37) The contractor should produce the records i. e. labour license, proof of payment of wages, Attendance Register, Service tax, P.F., ESIC etc. as and when demanded by the Institute authorities.
- 38) The contractor shall indemnify against any actions, awards, proceeding, claims and demands that any be made against it due to any act negligence, default, etc. made by the contractor or his workers during the contract period.
- 39) The Institute reserves the right to terminate the contract without advance termination notice of three months for noncompliance/ violation / contravention of any of the provisions of labour laws, non-implementation of court orders or orders from labour law authorities received time to time.
- 40) Reporting about the status of the job on a day to day basis shall have to be ensured by your personal to the concerned Department or Hostel and Public Health Office representative .
- 41) The working timings should be set to carry out various jobs from 7-00 hrs to 16-00 hrs or 13 hrs to 22 hrs (8 hours working and one hour lunch break) the working hours of laboures should not exceed eight hours in a day or it is 8 hours per day to complete given work as per scope of work and as directed by the PHO time to time.
- 42) Minimum wages rates are calculated on the basis of circular No. 1/11(1)/2013-LS-11 Govt. of India, Ministry of labour and employment office of Chief labour commissioner, New Delhi. Any increase or decrease in the basic pay, dearness allowance, P.F. and ESIC contribution will be paid by contractor to the labourer or concerned authority. Institute will not pay any additional amount to the contractors against this.
- 43) If the contractor wants to withdraw the contract before expiring date, due to their personal reason, at that time, the contractor should give written request at least three months in advance to the Superintending Engineer. After withdrawing contract, the EMD & Security deposit amount will not be refunded to the contractor.
- 44) The contractor shall submit weekly & monthly work schedule for the one month in advance before starting the new month to carry our work as per scope of work.
- 45) Work which is not attended by contractor as per scope of work, than amount of unattended work will be deducted from the monthly bill.
- 46) Water & electricity will be provided free of cost by the Institute for cleaning, sweeping & upkeeping work only & use of it should be economical.

- 47) Contractor shall be responsible for the damage of every sort of the property of the Institute due to negligence of the agency and cost of all such damages will be recovered from the amount payable to the agency.
- 48) You should not engage laboureres below 18 year age and you should pay the wages to the laboureres as per the minimum wages act as per the circular issued by the Regional Labour Commissioner, Mumbai from time to time. If any accident taken place, you will be fully held responsible and for that you should give workman compensation, insurance/ group insurance/ ESIC scheme.
- 49) This contract is purely based on Sqm area basis and to carried out given areas daily, weekly & monthly housekeeping work for all working days Saturday, Sunday & Holidays as per scope of work, Contractor should engage sufficient number of required manpower. Contractor should not engage workers and supervisors less than figure of manpower mentioned in given table . If daily engaged manpower is less than given numbers than cost of short workers & cost of incomplete work with penalty of Rs. 5000/- per day will be deducted from the monthly running bill (deduction rate per person will be Rs. 439 = 12 per day per person) . In the academic area department and Main building offices & departments labs,classrooms are closed during Saturday, Sunday & Holidays due to that this locked non attended area will be deducted from your bills, hence their is no binding on engagement of manpower as per given in table on these days. Manpower deduction will be not done on Saturday, Sunday & Holidays in the academic area but contractor have to engage sufficient manpower during these days to complete work as per scope of work. Contractor have to engage more number of manpower when required addition to given figure to complete all daily, weekly and monthly work as per scope of work.

Manpower details for Group C

Sr. No.	Housekeeping Groups	Minimum manpower for 1 st shift per day	Minimum manpower for 2 nd shift per day	Total Minimum manpower per day	No. of Supervisor per day
1	Group C	90	25	115	09

- 50) The contractor should arrange minimum numbers of cleaning machines, equipments, tools & disposable plastic & HDPE bags in good & working conditions as per list given below. Contractor should keep all these machines, equipments & tools permanently at the IIT Bombay site at given place on their own supervision & risk. If given quantity of machinery at site in working condition not found, then contractor have to make alternate arrangement of it. If fails to do this then penalty Rs. 5000 .00 will be levied per day, till the arrangement of machines, tools & equipments.

List of machines, tools & equipments for Group- C

Sr. No.	Name of cleaning machines, equipments, tools	Minimum Number

a)	Auto Floor scrubbing machines	03 Nos.
b)	Single disc floor scrubbing machine	01 No.
c)	High pressure cleaners	03 Nos.
d)	Wet & dry vacuum cleaners	03 Nos.
e)	Dry Vacuum cleaner (Back pack)	04 Nos.
f)	Glass cleaning kits	10 Nos.
g)	Various heights ladders	10 Nos.
h)	Telescope rods (for cobweb removal work)	10 Nos.
i)	Suitable length hose pipes	05 Nos.
J)	Plastic drums for garbage collection & storage	Required quantity
k)	Sign boards (at the time of cleaning activity)	Required quantity
l)	Dust collecting pans	Required quantity
m)	Hand gloves & mask	Required quantity
n)	Plastic buckets & mugs	110 Nos.
o)	Rubber squeezes	50 Nos.
p)	Aluminum casing scrubbing brush	25 Nos.
q)	Toilet brush.	80 Nos.
r)	Any other tools, equipments and machine required as per scope of work	Required quantity

- 51) The Contractor should provide service with branded sanitary consumables as per minimum quantity as mentioned in the as per given table. Institute will not be responsible for any increase in the rates or tax on sanitary items. Due to misuse or excess use of sanitary materials, If additional quantity will required to complete the work then contractor should arrange the additional quantity of material at their own cost Institute will not provide any additional materials or cost of additional material. If contractor fails to do so than penalty of Rs. 5000 = 00 per day will be levied on contractor and this amount will be deducted from monthly running bills.

List of sanitary material for Group- C (Hostel Area)

Sr. No.	Item	Brand per month	Quantity per month
1	Soft Broom	As per sample	350 Nos.
2	Hard Broom	As per sample	300 Nos.
3	Essay mop refill	Kleenal International	300 Nos.
4	Naphthalene ball	As Per Sample	50 Kg.
5	Domax – 2 in 1/Bosilo (conc.) (Oil Base)/Sac gel (conc.) - floor cleaner & disinfectant	Hindustan uniLever Ltd./Monochem Industry/ sparkal India	325 Lits
6	Glass cleaner -R3 (conc.)	Divercy lever	15 Lits
7	Floor cleaner-R7 (conc.)	Divercy lever	60 Lits
8	Floor cleaner – spiral Taski (conc.)	Divercy lever	100 Lits
9	liquid soap (conc.)	As per sample	200 Lits
10	Vim powder	Hindustan Lever Ltd.	75 Kg
11	Scotch Brite (large)	3 M product	300 Nos.
12	Glass duster	As per sample	300 Nos.
13	Floor duster	As per sample	200 Nos.
14	Air fresher (spray)	As per sample	50 Nos.
15	Hit spray (Bayer)	Bayer	20 Nos.
16	Sani cubes (packet of 12 Nos. sanicube)	As per sample	500 Nos.
17	Bleaching powder	Vikram Brand Grasim Industry	100 Kg
18	D-7 lift partition cleaner (conc.)	Divercy lever Ltd.	05 lits.
19	Hand wash(conc.)	As per sample	350 Lits
20	Domex/Harpik-Toilet cleaner (conc.)	Hindustan Uniliver Ltd./Reckitt Benckiser (India) Ltd	200 lits
21	ODO FRESH/Fresh Blossol odor controller & deep cleaners (conc.)	Rutu Bio systems/ Lemmens shardlow (India) Pvt. Ltd	50 lits
22	Disposable black colour garbage Bags (29" x 39")	-----	30 kg
23	HDPE white bags of size (48" x 36")	-----	100 Nos.
24	Dry mops with as per sample	Kleenal International	20 Nos.

- 52) contractor should bring the sanitary material to IITB as per minimum quantity mentioned in given list and show to Public Health Office Representative for the sign of them on challan and tax invoice before distribution. Signed challan , tax invoice and bill payment details produced with monthly running bill for bill process.
- 53) The Institute reserves the right to Add New areas with rates finalized for the other area for similar work or remove any area from the contract after awarding Housekeeping work from above mentioned groups.
- 54) In the calculation of per day man power cost includes Basic pay, D.A., PF, ESIC, Bonus,

machine, tools, equipments, uniform, duster, hand gloves and mask. Therefore contractor should consider all these item and provide to workers engaged by them.

- 55) 26 January, 15 August & 2nd October are paid holidays, contractor have to give paid holidays to workers those are working their contract. Workers those who are performing duty on these they are entitle for double salary for that days only.
- 56) Present Daily, weekly & monthly reporting system will be changing to online system with help of Application software cell and contractor should follow this procedure and they have to make required manpower arrangement.
- 57) The renewal of housekeeping contract to same agency may be done at end of the year, when contractor will submit the application to SE for extension of contract three months before the expiring date of contract and it bond on same prevailing work order rules, conditions & rates after evaluating the performance by Health Officer and the end users.
- 58) **TERMS OF PAYMENT**
- a) No advance payment against ensuring Housekeeping bills will be made under any circumstances.
- b) Monthly bill will be paid on the basis of sqm. area work completed as per scope of work . Amount of short manpower and sanitary material, incomplete work and penalty will be deducted from the total monthly bills.
- c) Contractor should submit P.F. & ESIC contribution and online payment details statement of their workers for those are working in IITB through your Housekeeping contract.
- d) The total security deposit equivalent to 10% of the bill will be deducted from monthly running bill.
- e) Income tax, will be recovered at the prevailing rates from the bills payable to the contractor.
- f) Wages of labourers shall be paid by A/c payee cheques or ATM through bank and necessary Bank statement & Xerox copy of attendance sheet & salary disbursement sheet of each laboures shall be produced to Public Health Office along with bill.
- g) Contractor should submit service tax paid challan & letter of C.A. for work complete along with monthly bill and reimbursement of it will be made in the same month .
- 59) In the event of any dispute over this contract, IIT Bombay's decision shall be final and binding.
- 60) You are requested to contract Shri. Bhagwan S. Patil, PHO for execution of work and commencement of the above work.

Your's Faithfully,

Superintending Engineer

Encl:- Schedule of work