



INDIAN INSTITUTE OF TECHNOLOGY BHUBANESWAR
BHUBANESWAR-751013, ORISSA, INDIA
PH: 0674-2576-007, FAX NO. 0674-2301982
www.iitbbs.ac.in & www.iitbbs.gov.in

TENDER NOTICE

Dt: 26/08/2011

Sub: Tender for Cleaning Services - IIT Bhubaneswar campuses

IIT Bhubaneswar invites sealed tenders from Registered Agencies for providing cleaning services at different campuses/Hostels of IIT Bhubaneswar. The IIT Bhubaneswar and its hostels are located at following locations:

- A.
- IIT BBS Samantapuri campus (40,620 sqft)
 - IIT BBS Toshali Bhawan campus (1,15,800 sqft)
 - IIT BBS Workshop at Samantapuri (32,400 sqft)
- B.
- Dr.A.N.Khosla hall of residence, Samantpuri (42,740 sqft)
 - Hostel at SBI Colony, Kesura, Bhubaneswar (84,365 sqft)

All interested agencies are requested to send their sealed quotation as per technical specifications/Financial Bid in **Annexure – A/B**. For general terms and conditions, Please refer **Annexure –I & II**. For details kindly visit the Tender link on website of the Institute <http://www.iitbbs.ac.in/> & <http://www.iitbbs.gov.in>

Tender Reference	IITBBS/ENQ/S&P/03/2011-12 Dt:26.08.11
Price of Tender Document	Rs.500/-
EMD	Rs. 25000/-
Last Date for Sale of Tender Documents	17.09.2011
Last Date and Time for receipt of tender offers	19.09.2011 1.30 p. m.
Time and date of opening of Technical bid	19.09.2011 4.00 p. m.
Contact Telephone Numbers	0674-2306300
For technical details contact through E-mail:	infosp@iitbbs.ac.in

A crossed demand draft for Rs **25,000/-** in favour of the “Registrar IIT Bhubaneswar” payable at Bhubaneswar towards EMD (refundable to unsuccessful bidders) is required with tender. **The tenders without EMD/Tender Cost will be rejected summarily.**

The proposals are to be sent in **three separate** sealed envelopes **(i) Technical Bid (ii) Price bid and (iii) EMD and tender cost** all kept in one sealed big envelope duly subscribed with tender reference no. and tender notice detail as appended hereunder:-

TENDER FOR PROVIDING CLEANING SERVICE TO CAMPUSES OF IIT BHUBANESWAR.
TENDER NO. IITBBS/ENQ/S&P/03/2011-12 Dt:26.08.2011
LAST DATE FOR SUBMISSION .19.09.2011.

To
The Registrar
Indian Institute of Technology Bhubaneswar
Samantapuri, Bhubaneswar – 751 013. Odisha, India.

From: M/s -----
Contact No: -----
E-mail ID: -----

Note: Each page of the Tender document to be signed by authorized company representative with date and company's stamp.

TECHNICAL BID

1. Status of the Agency including partners:
2. Complete Bio-data of key top officials (Please attach):
3. Details of any Tie-ups (please attach) :
4. Shop & Establishment License from Labour Office (Please attach copy of the same) :
5. Financial Status of Bidder and /or his Associates including details of turnover in past-3 years.
6. List of clients with address and details of contact person, wherein cleaning staff is provided currently. (The Committee may visit the sites where the contractor is currently working before award of contract). Give details of period of contract with clients for the past 3 years.
7. Details of monitoring system in current Contracts & contract being proposed.
8. ESI Registration No :
9. EPF Registration No:
10. PAN/Service Tax Registration No :
11. Labour License No:
12. Draft Details of Earnest Money/Tender Fees:
13. Date of establishment of Firm/ Co. And area/scope of operation of work undertaken
14. Average annual turnover of at least of Rs.25 lakhs for last three years (Please attach audited copy of Financial Statement)
15. A detailed report on state of art of cleaning to be implemented, list of modern equipment to be used and list of cleaning concepts to be applied.
16. A detailed report on monitoring of the cleaning operation system of company.
17. Any other details, which may justify the strength of bidder.

(Signature of the contractor with seal & Date)

NOTE:

1. The technically qualified firms would then give a detailed presentation lasting 10 minutes to the Committee. The Committee may also make a surprise visit to the current clients in Bhubaneswar. The presentation and site visit forms a part of the technical evaluation. After due technical evaluation, the financial bids of short-listed tenders will be opened at IIT Bhubaneswar. The date for opening financial bid will be informed to the shortlisted firms.

FINANCIAL BID

1. Name & Address of the Agency (with Telephone Nos. Fax No. etc.):
2. Registration No. of the Agency under Shop & Establishment Act of Odisha Govt. or any other Act :
3. Charges per Square Feet per month for cleaning (Charges should be inclusive of all equipments and materials (Phenol, Cleaning acid/ Harpic & Naphthalene balls).The cost should be inclusive of all taxes if any. Service tax will be paid extra.

NOTE: THE AGENCY WILL PROVIDE THREE SUPERVISORS i.e.

1. For IT BBS Samantapuri campus (40,620 sqft), IIT BBS Workshop at Samantapuri (32,400 sqft) & Dr.A.N.Khosla hall of residence, Samantapuri (42,740 sqft)
2. IIT BBS Toshali Bhawan campus (1,15,800 sqft)
3. Hostel at SBI Colony, Kesura, Bhubaneswar (84,365 sqft)

TO LOOK AFTER THE WORK OF RESPECTIVE LOCATIONS SEPARATELY FAILING WHICH THE CONTRACT SHALL BE TERMINATED FORTHWITH. THE SUPERVISOR WILL REPORT TO THE AUTHORISED PERSON OF IIT BHUBANESWAR.

Other Terms and conditions of the tender for providing cleaning services enclosed at Annexure-II are acceptable to me.

(Signature of Contractor with Seal)

Note:

- Contractor shall acquaint himself fully with site conditions and the working environment of IIT Bhubaneswar before quoting his rates. He / She is advised to do a complete survey at his own of the locations before offering rates. No compensation on account of any site difficulties will be entertained at a later date after award of works.
- It is mandatory on bidder to quote rates as asked for in the Tender form only. Failure to adhere to the condition will lead to rejection of Tender. The bidders should quote unconditional rates neatly written without any overwriting, cutting, using white fluid etc. and duly signed and stamped on all pages.
- Tender shall be valid for a period of 120 days from the date of opening Tender.

- Tender once submitted will remain with IIT Bhubaneswar and will not be returned to the bidders.
- Each page of tender document should be duly signed and stamped by the bidder.
- **Director of IIT Bhubaneswar reserves the right to reject any or all the tenders or accept them in part without assigning any reason thereof.**

WORK TO BE ENSURED BY THE CONTRACTOR

GENERAL

1. Cleaning contract will include all covered areas including Office, Stair cases, Security rooms, Medical Facility Centre, Record rooms, corridors, balcony including canteen and dining area, Visitor rooms, Common areas of office complex including gardens, inside and outside of boundary walls, streets, etc.
2. All the daily services will be accomplished between 7.00 am to 5.00 pm unless specially advised otherwise. Even on Sundays and Holidays all jobs relating to housekeeping will be completed in respect of all the areas mentioned.
3. The staff deployed will be trained in House Keeping / management services, bear good conduct and physically fit for the work.
5. All the workers will wear the uniform in clean condition while attending to their duties and carry their photo identify cards and displayed prominently for which Contractor will provide summer/ winter, uniform, shoe, etc to their employees as per specification of the Indian Institute of Technology Bhubaneswar.
6. Desired level of cleanliness in the entire complex of IIT Bhubaneswar will be maintained and for this all materials / instruments / tools, etc. will be provided by the Contractor. The supervisor of the Contractor will attend to complaints on urgent basis round the clock. A separate Register shall be kept as per the direction of the Officer in charge in the designated place for complaints.
7. Toiletries / Cleaning materials in sufficient quantity and good quality Standard Brands (as decided by the Institute) will be used by the Contractor.
8. Specialized Cleaning of all office rooms, canteen and dining area, Common area and bathrooms along with furniture, fixtures, glass panes, office room, linen, electricity fittings, bathroom fittings, buckets, sanitary wares, brackets, etc. will be ensured.
9. Provision of the specialized staff will be ensured.

DAILY SERVICES

1. Removal of waste material / garbage from the dustbins, buckets, mugs and entire premises including the toilets, open areas / lawns and Gardens, Streets and Internal Roads etc.
2. Acid cleaning and scrubbing of toilets, Water cooler areas, washbasins, sanitary fittings using detergents, deodorants and disinfectants **at least twice a day.**
3. Cleaning / moping of floor area and corridors by detergents in all the areas stated in this agreement and the respective schedule with disinfectants, etc in the morning or as and when required during the day.
4. Provision of toiletries in the toilets in the morning after daily check up.

5. Wash windows around and in door entrances as needed
6. Turn off lights and lock doors when leaving after hours
7. Wipe down all walls as needed
8. Sanitize all bathroom walls and floors
9. Report all damages or items needing repair to the Maintenance
10. Clean all air vents and grills
11. Any related duties as assigned.

WEEKLY SERVICES

1. Mechanical washing and scrubbing of floor area with detergents, dust removing chemicals and polishing of the floor areas, etc when required.
2. Windows sponging and cleaning
3. Keeping ceiling and table / pedestal fans, air – conditioning grills dust free.
4. Cleaning of dustbins and buckets with detergents.
5. Acid cleaning of sanitary wares.
6. Spraying Finit etc in office rooms, Common rooms, toilets etc. to keep all such areas insects free. The contractor will provide the Finit pump and the spraying material.

**TERMS AND CONDITIONS FOR SERVICE AT OFFICE
IIT, BHUBANESWAR.**

1.	The contractor shall be responsible for all injury and accident and litigations with persons employed by him while on duty. It is desirable that all employees are covered under a Group Insurance.
2.	The Agency/Contractor shall provide Two sets of uniforms to its employees and ensure that they wear them at all times and maintain them clean. The firm's name on pocket & words CONTRACTOR WORKER on the back of upper is inscribed. All the employees shall dress appropriately and decently.
3.	All employees of the Agency/Contractor shall be issued Identity Cards bearing their photographs. Photographs for identity cards shall be provided by the Agency/Contractor at their own cost. The ID Cards will be issued by the Contractor. These will be countersigned by the authorised representative of IIT Bhubaneswar.
4.	In the event of any loss being occasioned to the Institute on account of the negligence of the duty by the Agency / Contractor's employees, the Agency / Contractor shall make good the loss sustained to the Institute either by replacement or on payment of the adequate compensation.
5.	That no right, much less a legal right shall vest in the contractor workers to claim /have employment or otherwise seek absorption in the Institute 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 Institute. The workers will remain the employees of the Agency / contractors and this should be the solely responsibility of the Agency to make it clear to their workers before deputing on work at the Institute.
6.	The Agency/Company will be responsible for all the staff supplied, verified of their antecedents through Special Branch, Bhubaneswar Police and a certificate to this effect be furnished by the company / Agency to the Institute before deployment of the staff. The company / Agency should maintain proper record / document of the same. These documents are required to be produced to the Institute whenever required.
7.	The Agency/Contractor shall be responsible for the good conduct and behaviour of its employees. If any, employee of the Agency/Contractor is found misbehaving with the supervisory staff or any other staff members of the Institute, the Agency/Contractor shall terminate the services of such employees forthwith at their own risk and responsibility.
8.	The Agency/Contractor shall issue necessary instructions to its employees to act upon the instructions given by the supervisory staff of the Institute.
9.	The Contractor will provide Name, Address, Telephone No & Photographs of its employees posted at IIT Bhubaneswar.
10.	The Agency / Contractor shall not appoint any sub-contractor to carry out any obligations under the contract.
11.	A separate challan must be submitted for the payments of ESI & PF of its employees deployed only at the Institute.
12.	All toilets of the institute will be handed over to the contractor with all the inventory items. After it has been handed over to the contractor, he will be responsible for the inventory items in the toilets. In case of any theft / breakage in the toilets, a joint committee comprising of representatives of IIT Bhubaneswar and Contractor will determine the responsibility of the loss/damage and if the responsibility is fixed in respect of Contractor then the amount of loss

	will be deducted from the bill of the Contractor.
13.	Any dispute arising out of and in relation to this agreement shall be referred to the arbitration by sole arbitrator to be appointed by Director of the Institute. The arbitration would be conducted and governed by and under the provisions of Arbitration Act, 1996. Any legal dispute will be subject to jurisdiction of Bhubaneswar Courts only and no other court shall have the jurisdiction.
14.	Cleaners deployed in the Institute should not be changed frequently due to security reasons. If any rotation of the cleaners is required on account of Labour Laws, this may be done with prior intimation to the Officer-in-charge of the Institute.
15.	Contractor will apply to the Labour Commissioner for obtaining a Labour License and will submit a copy of license to Establishment Section within 30 days from the date of issue of the award of contract.
16.	If the Agency / Contractor fails to implement the schedule of services to the satisfaction of the Officer In charge on any day in any part of the said campuses, shall be penalized by imposing of a fine up to Rs.500 /-for each default per day per location. The penalty shall continue for successive days till the Agency / Contractor gets a certificate from the Officer In-charge and such penalty shall be recovered from the bills of the contractor. The decision of Officer-in-charge shall be final and binding of the contractor/agency.
17.	In case of any dereliction of duty, gross neglect, an unintended damage caused by the contractor or its staff or otherwise, any harm done to the Institute, its properties, its designated officials or other employees, the contractor shall be liable to make good the loss or pay compensation, refund expenditure on legal / judicial proceedings as well as pay penalty which the Director may deem fit.
18.	None of the employees of the Agency / Contractor shall enter into any kind of private work at the different campuses of the Institute during working hrs.
19.	The Agency / 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 Institute in any way what-so-ever.
20.	The Agency / Contractor shall give the Cleaning services on all days of the month including gazetted holidays i.e. round the period of contract no separate payment for three National Holidays i.e. Republic Day, Independence Day and Gandhi Jayanti and the same to be included in the daily /monthly charge claim in tender by the contractor.
21.	The cleaners deployed should not squatter in the open verandahs / lawns during leisure hours. They will also not change their clothes/uniform in open. Dignity & discipline of IIT Bhubaneswar should be maintained always.
22.	The contractor shall deposit an amount equivalent to 5% of annual contract value as Security Deposit (in the shape of Bank Guarantee or FDR of a Scheduled Bank) with the Institute for the entire duration of the Contract.
23.	The Contractor shall maintain Attendance book and an Inspection Book as prescribed which will be made available to supervisory staff of the Institute. Fault / observation recorded there on shall be attended to immediately.
24.	The contractor will take day to day instructions from the supervisory staff of the Institute and shall maintain diary for the same.
25.	The duration of the contract shall be one year which may be renewed subject to yearly appraisal and review by the Institute authorities and in case the jobs performed are not found to be satisfactory, the contract shall be terminated even before specified period, by giving notice of

	not less than one month to this effect.
26.	The employees of contractor shall be bound to perform the assigned jobs by Officer In-charge even though the same may not have been included in the Schedule of Services.
27.	The employees of the contractor shall be of good character and of sound health and shall be below the age of 40 years but not below the age of 18 years and no worker will be allowed to stay in the Institute Campus. The Supervisor engaged should be at least with 10+2 qualification with sufficient experience.
28.	The firm will deploy only female cleaners for all the ladies toilets.
29.	The firm will get all the staff for deployment duly verified of their antecedents through Bhubaneswar Police and their full particulars along with their recent photographs supplied to the Institute.
30.	The Institute reserves the right to ask and require the contractor to remove any person deployed by him without assigning any reason / notice.
31.	The monthly payment shall be made to the Agency / Contractor on production of certificates of satisfactory completion of cleaning services at all the different Campuses of the Indian Institute of Technology Bhubaneswar from the Officer In-charge.
33.	The Agency shall submit a certificate along with the monthly bills certifying that the personnel employed by them in the different campuses of the Institute have been paid at least minimum wages, as enforced from time to time, in accordance with the provisions of the Minimum Wages Act 1948(rates applicable as per Central Govt).
34.	Feedback mechanism will be worked out to evaluate the performance of Cleaners.
35.	The Contractor should ensure that his employees DO NOT SMOKE while working in the Office Campus. They will also not indulge in drinking alcohol or any other intoxicants. They will not consume drugs and eat pan/khaini/tobacco etc. They will not play cards or indulge in gambling on campus.
36.	The working hours of the workers/supervisors only shall be as follow : 07.00 am to 05:00 p.m. with appropriate breaks and they shall remain on duty during their working hours to get work done from contractor's workers and to report to Officer in Charge for taking instructions and attending them. The working hours may be changed by the Officer-In-Charge as per convenience.

AGREEMENT FOR CLEANING SERVICES

THIS DEED OF AGREEMENT is executed at Bhubaneswar (Odisha), on this the ____th. day of _____, 2011 (Two Thousand Eleven),

BETWEEN

M/s. _____ (carrying on the business of cleaning services hereinafter called and referred to as the “**Contractor**”, which expression shall include its/his/their successors / assigns, etc.) of the **First Part**;

AND

INDIAN INSTITUTE OF TECHNOLOGY BHUBANESWAR , a statutory body under Ministry of Human Resource Development, located at Samantapuri, Odisha-751 013, represented through its “**Registrar**”, hereinafter called and referred to as the “**Client**”, which expression shall include its/his successors / assigns, etc.) of the **Second Part**;

WHEREAS, “**Client**” is desirous of availing *Specialized Cleaning Services in the Offices of the Institute*, on temporary basis for a period of Twelve months, and/or such extended period as may be deemed necessary at the sole option and discretion of the “**Client**”; *and*

WHEREAS, the “**Contractor**” has agreed and undertaken to render such *Specialized Cleaning Services*, as per the requirement and to the full satisfaction of the “**Client**”, as enumerated in the terms and conditions, and as per the scope of work assigned, and/or to be assigned, by the “**Client**”, from time to time;

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

1. That, the “**Contractor**” agrees and undertakes to render the ‘*Specialized Cleaning Services*’, as detailed in **Annexure –I**, and as per the terms and conditions as detailed in **Annexure-II**. Both of these Annexure, attached to this Agreement shall form an integral part and parcel of this Agreement, and shall be construed in unison.
2. That, the “**Client**” agrees to pay such ‘**Services Charges**’ on monthly basis, or as may be agreed upon by & between the parties hereto, from time to time, on due performance of the services by the “**Contractor**”, as detailed in **Annexure I & II**, to the fullest satisfaction of the “**Client**”.
3. That, this Agreement shall be deemed to have come in to force, only for a period of Twelve months, with effect from _____, and shall remain valid up to _____, and the same may be extended for such further period, and on such terms and conditions, as the “**Client**” may decide in its own discretion and convenience. On expiry of the tenure of the Agreement, or on termination of the Contract for any reason whatsoever, as per the terms and conditions of this Agreement, the “**Contractor**” shall deliver the articles and/or other equipments, fixtures, furniture’s, or any other property, etc., whatsoever, those might have been provided/lent by the “**Client**”, for due discharge of the Services by the “**Contractor**”, in the possession of the Contractor in good shape and condition.

4. That, the “**Contractor**” shall maintain regular and proper books of accounts and other records, document, etc. supported by the vouchers so that the same may be available for inspection by any authorized person of the “**Client**”.
5. That, in case the “**Contractor**” assigns, or sub-assigns this contract to any third person/party, and/or attempts to do so, without prior written approval of the “**Client**”, or in case the performance of “**Contractor**” is found to be unsatisfactory, or to have violated/contravened any of the terms and conditions contained herein and/or in the **Annexure** attached hereto, the “**Client**” shall have the right to terminate the Agreement, without giving any notice to the “**Contractor**”, and without prejudice to the right to recover damages caused to the “**Client**”, from the amount payable to the “**Contractor**”, or otherwise.
6. The “**Contractor**” shall maintain good standard of Services as indicated in the **Annexure** attached hereto. The performance of the “**Contractor**” will be reviewed on monthly basis, and in case the services are not found up to the mark, this Agreement/Contract will be liable to be terminated, even before the expiry of the normal Contract period, by giving one month’s notice by the “**Client**”.
7. That, the **Director of Indian Institute of Technology Bhubaneswar** shall be the sole authority to decide and judge the ‘Quality of the Services’ rendered by the “**Contractor**”.
8. That, all questions relating to the performance of the obligations under this Agreement, and to the quality of materials used in cleaning, and/or all the dispute and differences which shall arise either during or after the agreement period, or other matters arising out of or relating to this Agreement, or payments to be made in pursuance thereof, shall be decided by the **Director of the Indian Institute of Technology Bhubaneswar**, whose decision shall be final and binding on the “**Contractor**”. The “**Contractor**” hereby, unequivocally, agrees and undertakes to be bound by such decision(s) of the **Director**, and no dispute, whatsoever, shall be raised by the “**Contractor**” thereon.
9. That, the “**Contractor**” will be responsible for proper safety and maintenance of all equipments, articles, materials, goods, stocks, books, periodicals, furniture & fixtures, etc. or any other property, etc., whatsoever, those might have been provided/lent by the “**Client**”, for due discharge of the Services by the “**Contractor**”. The cost of missing items / shortages of stocks / materials etc., whatsoever, will be deducted from the monthly payments and/or any other sum / deposit/amount payable to the “**Contractors**”.
10. The “**Contractors**” shall pay a **Security Deposit** of Rs. ** _____ (Rupees _____ only) or a **Performance Guarantee** for a similar amount in lieu thereof from a Bank acceptable to the “**Client**”, prior to commencement of services under this Agreement. The “**Client**” shall be entitled to adjust or appropriate the said Security Deposit, or the proceeds of Guarantee towards loss or damage caused by the “**Contractor**” or his employees, or the amount of value of shortage or breakage or damage in the items/furniture & fixtures etc., entrusted to or caused to other assets of the “**Client**” (*i.e. Indian Institute of Technology Bhubaneswar*) by the “**Contractor**” or his employees, or against any other liability of the “**Contractor**”. The Security Deposit that may be made by the “**Contractor**”, with the “**Client**” shall not carry any interest. (** *Equivalent to 5% of the annual approximate cost of Contract as approved by the “Client”.*)

11. That, the annual maintenance of the equipments and gadgets provided, if any, by the “**Client**” to the “**Contractor**”, will be the “**Client’s**” responsibilities.
12. That, the “**Contractor**” will maintain its/his own gadgets, equipments, etc. in good working conditions with all safety measures, carry out proper maintenance of the same, at its own cost and expenses, so as to ensure due and uninterrupted services to the “**Client**” at all times. In principle, the “**Contractor**” will have its/his equipment and gadgets for the delivery of all the services agreed upon, and the “**Client**” (*i.e. Indian Institute of Technology Bhubaneswar*) has no liability / responsibility to give any such equipment or gadget to the “**Contractor**”.
13. That, the employees of the “**Contractor**”, their management, control, duty rosters, administration, payment of wages/dues, etc. will be solely dealt with and decided by the “**Contractor**”, being their ‘*employer*’ and engaged by it/him.
14. That, the “**Contractor**” shall issue ‘appointment letters’ to all the persons employed by it/him in connection with performance of its/his contract for cleaning services, and furnish proof of the same by submitting copies of such letters received by the employees to the “**Client**”. The appointment letters shall make it evidently clear that, the concerned employee(s) is the employee(s) of the Contractor only, and “**Client**” (*i.e. Indian Institute of Technology Bhubaneswar*), where and on whose behalf the cleaning services are rendered, has no obligation, responsibility, liability, and/or any kind of relationship to such employment, or whatsoever otherwise, with the employee(s) / worker(s) engaged by the “**Contractor**”. The “**Contractor**” will pay salary, allowances, etc. to its/his employee(s), as per extant rule(s) at its/his end, and the “**Client**” will not be responsible/liable for payment of anything to the employee(s) of the “**Contractor**”.
15. That, this Agreement shall be terminated as provided in clauses hereinabove (without notice), or by the efflux of time, or earlier by one month’s notice or at the discretion / option of the “**Client**”, as the case may be. In view of the nature of services assigned to the “**Contractor**”, the “**Contractor**” shall have the option to terminate this Agreement, only after giving three months’ written notice to that effect to the “**Client**”.
16. That, nothing contained in this Agreement is intended to be, nor shall be construed to be a grant, demise or assignment in the law, of the premises or any part thereof by the “**Client**” (*i.e. Indian Institute of Technology Bhubaneswar*), to the “**Contractor**” or its/his employees, and the “**Contractor**” and its/his employee(s) shall vacate the same and hand-over all the “**Client’s**” furniture, fixtures, goods, materials, etc., in good shape & condition, on the termination of the Agreement, either by efflux of time or otherwise.
17. That, the “**Client**” shall have the right to withhold reasonable sums from the amounts payable to the “**Contractor**”, under this contract or the Security Deposit or the proceeds of Guarantee, if the contractor commits breach of any of the terms and conditions of this Agreement, or fails to produce sufficient proof to the satisfaction of the “**Client**”, of payment of all statutory and other dues, or compliance with other obligations/responsibilities/liabilities.
18. That, on termination of this Agreement/Contract by the “**Client**” for any reason, whatsoever, the “**Client**” shall be entitled to engage the Services of any other person, agency

and/or Contractor to meet its requirement, without prejudice to its rights, including claim for damages against the “Contractor”.

19. That, the “Contractor” is responsible for the injury/ accident/ health, and/or any other problem(s), if any, of his worker(s) and the “Client” is in no way responsible and/or liable for the same.

20. That, the “Contractor” is responsible for any criminal/legal acts, deeds, things and/or cases of his employee(s), and the same shall neither, in any way, affect the “Client” and/or the services rendered or to be rendered by the “Contractor”.

21. That, the “Contractor” is liable and responsible for maintaining discipline of its/his employees in the campus of the “Client”. The “Contractor” will be solely responsible/liable, for any act/incident of misbehaviour, thefts, and/or illegal activities, etc., if any, committed by its/his employee(s), and has to deal with the same, by filing F.I.R. and/or by any other legal means, method & manner, against such employee(s).

22. That, the “Contractor” is responsible for the safety of its/his equipments & materials, and the “Client” is in no way responsible for the same.

23. That, all the workers will wear the uniform in clean condition while attending to their duties and carry their photo identify cards and displayed prominently for which “Contractor” will provide Summer/ Winter uniform, shoe, etc. to their employees as per the specification of the “Client”, failing which they will be provided uniform, etc. by the “Client”, out of the payment receivable by the “Contractor”.

24. That, the “Contractor” shall bear all the costs and expenses in respect of all charges, stamp duties, etc. relating to execution of this Agreement.

25. That, all dispute(s), arising out of, or related to, or in connection with this Agreement, except matters related to performance of the obligations under this Agreement and/or the quality of service rendered by the “Contractor”, which will be guided by the **Clauses (6 to 8)**, hereinabove mentioned, shall be amicably resolved by and between the “Contractor” and the “Client”.

But, in case all efforts for amicably resolution of dispute(s) fails, both the Parties hereto will agree to submit themselves to the appropriate Courts at Bhubaneswar, which will have exclusive jurisdiction.

IN WITNESS WHEREOF, both the Parties hereto have executed this Agreement, on the date, month and year hereinabove indicated.

**Signature & Seal of the
“CONTRACTOR”**
WITNESSES:-

- 1.
- 2.

**Signature & Seal of the
“CLIENT”**
WITNESSES:-

- 1.
- 2.