

AGREEMENT

This deed of agreement entered into between the parties referred to hereinafter this -----day of ----- between the Addl. Commissioner of Commercial Taxes (Administration) on behalf of the Commissioner of Commercial Taxes, Odisha, Cuttack (the Head of Department) under the Department of Finance, Government of Odisha, hereinafter called the First party and which includes, His successors, Administrators and assigns of the First party.

And

_____ a Registered firm bearing Registration No. _____ having H.O at plot No. _____ in the district _____ represented by its proprietor/partner having permanent address which term includes successors, administrators and assigns of the 2nd party. Where as the 1st party in order to have sweeping and cleaning of Baniyakar Bhawan which includes cleaning and sweeping of Baniyakar Bhawan's inside premises, cleaning of toilets and sweeping and cleaning the campus of Baniyakar Bhawan within its boundary invited offers through open Advertisement from Regd. Organization/ Agency / Company to provide such services.

And whereas the 2nd party having been selected on the basis of its offer for providing such services specifically mentioned but are necessary to accomplish the job both do hereby execute this agreement to abide by the following terms and conditions.

1. That the 2nd party shall have the complete responsibility to provide services to the 1st party on every working day for sweeping and cleaning of Baniyakar Bhawan from ground floor to 5th floor and cleaning of bath room / toilets twice a day. The 1st sweeping and mopping must be done by 10 A.M and 2nd cleaning of the toilets & attached bath rooms shall be made at 2P.M of every working day and common toilets once more at 4 P.M. The sweeping of campus of Baniyakar Bhawan should be done by 10 A.M. and chock up problems should be cleared immediately.
2. The 2nd party shall not sub contract the work allotted to any other party without approval of the 1st party. The 2nd party will be paid ₹ _____ per annum. For the

purpose of easing the financial burden, the 1st party will release ₹ each month on the satisfactory completion of the job by the 2nd party i.e within 30 days of the amount becoming due. The differential, if any, will be paid at the end of the completion of 12 months i.e within 30 days of the completion of 12 months. On cancellation of this agreement, the differential will be paid within 60 days of the cancellation.

3. The 2nd party will bear the cost of wages etc. of the people employed by it and the 1st party shall nowhere be liable to pay any amount to the employees of the 2nd party.
4. The 2nd party will bear all the legal and tax obligations under any Government of Odishaa or Government of India and the 1st party will not be under any obligation to bear any cost except payment of stipulated amount as mentioned in cl. 2 of the agreement.
5. For the purpose of sweeping and cleaning of all necessary articles, the 2nd party will use good quality tools and cleaning materials of reputed brand.
6. The 2nd party will deploy 9 nos. of sweeping personnel which includes sweeper for cleaning of toilets, urinals etc. and one supervisor having experience of cleaning, sweeping and up keeping of multistoried building to supervise the work of cleaning personnel. Out of them 6 nos. shall be in work from 6 A.M. to 1 P.M. and 2 nos. from 10.30 A.M to 5.30 P.M. The supervisor shall be in work from 7 A.M. to 12 noon and from 3 P.M. to 5.30 P.M.
7. The Contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and Contract Labour (Regulation & Abolition Act, 1970), EPF, ESI etc. with regard to the personnel engaged by him for works. It will be the responsibility of the contractor to provide details of man power deployed by him, in the office and to the Labour Department.
8. The wild grass from the pathways around the building shall also be cleaned by way of uprooting once in a month.
9. The 2nd party shall submit the list containing the name and address of the persons engaged by it so as to allow them an entry by the 1st party. In case of change of

any person by the 2nd party, the matter should be intimated to the 1st party by the 2nd party.

10. The attendance of the sweeping personnel engaged by the 2nd party shall be maintained by the 1st party through the “Biometric Attendance System” installed in its office to ensure presence of the sweeping personnel during the schedule time in the office premises.
11. The organization i.e. the 2nd party is required to deposit ₹ only to the Commissioner of Commercial Taxes, Cuttack as performance security in the shape of National Saving Certificate / Fixed Deposit Receipt / Bank Guarantee pledged in favour of Additional Commissioner of Commercial Taxes, Administration which will be refunded on satisfactory completion of the work during the contract period.
12. This agreement can be cancelled either by mutual agreement or by either party giving a prior notice of complete 2(Two) calendar months to the other.
13. Failure by the 2nd party to carry out the works under the agreement and violation of any of the clause of the agreement by the 2nd party entitle the 1st party to cancel the agreement without assigning any further reason thereof.
14. That this agreement shall be valid for one year & may be renewed thereafter at the discretion of the first party on an application to that effect made by the second party & based on the performance of the second party.
15. In the event of services rendered being found unsatisfactory, the contract is liable to be terminated at any time. The decision of the Commissioner of Commercial Taxes, Odisha in this regard will be final.
16. Any dispute arising out of this agreement shall only be subject to the jurisdiction of the Court at Cuttack.
17. The 2nd party should clean the Baniyakar Bhawan as per the following specification:-
 - a) The cleaners / sweepers shall leave the office premises after 5.30 P.M with intimation to the charge officer.
 - b) All the workers engaged by the organization in the Baniyakar Bhawan shall wear the uniform, which will be finalized in consultation with the 1st party.

- c) All staff of the organization shall bear photo identity card issued by the 2nd party during the period of work.
 - d) All workers/ man power to be engaged by the 2nd party should be covered under the statutory Government regulation framed from time to time.
 - e) Any damage / pilferage to Baniyakar Bhawan property due to mishandling and carelessness of the 2nd party or his workmen will be recoverable from the 2nd party bill.
 - f) 2nd party should depute a qualified and dedicated person to supervise the work as undertaken.
 - g) If the 2nd party does not attend to the above stated work on any day, he shall be penalized with ₹ 1000/- per day and he shall not be paid the dues for that day.
- 18.
- a) All toilets, urinals pans, wash basin are to be cleaned and sanitized using “Harpic” twice a day.
 - b) Walls, roofs, glass partitions, glass windows, fans, pipes, mirrors, tables, chairs, Almirahs and all other belongings of office are to be cleaned & maintained dust free by using proper cleaning materials. Computers, Printers, monitors, servers and other I.T. hard wares are to be cleaned daily and safely by “Colin” once in a week i.e. on the 1st working day of the week. The cub webs etc. from the roofs and walls must be cleaned once in a month which includes out surface of the rooms.
 - c) The toilets should be maintained extremely sanitised every day, so that there shall not be any foul smell coming from this.
 - d) The lift and staircase railing shall be cleaned up every day neatly and by using “Cif” once in a week.
 - e) Mopping of the Floor area shall be done by using “Nemyle/Lizol” (Floor Swipe cum Deodorizer and Sanitizer) once a day before 10 A.M.
 - f) Bleaching powder should be sprinkled in open drain once a week.
 - g) Ground floor and open floors should be cleaned with liquid soap / detergent powder once a week.

19. The 2nd party shall maintain a daily muster roll on the persons deployed in cleaning works which shall be verified by the 1st party through its Branch Officer as regards the satisfactory performance of the 2nd party in a given day. The unsatisfactory performance of the 2nd party shall be duly recorded by Branch Officer in the said register.

In witness whereof the parties here to said and subscribe their hand seals on the dates respectively mentioned below their signature.

Witness

1.

Signature of the 1st party

2.

Signature of the 2nd party