

HOUSEKEEPING AND GENERAL MAINTENANCE SERVICES.

1.Area Of Operation:-

The Housekeeping and General Maintenance Services Contract shall be for the entire premises /Buildings occupied by Zonal Training Centre of ZTC Akurdi at Akurdi (Pune) which consists of:-

1. Three Hostel Blocks with a total of 57 rooms each having attached Toilet and Bath (having capacity to accommodate around 80-150 participants per day),
2. One TV Room with attached Toilet,
3. Two Store Rooms.
4. Canteen Block (inclusive of kitchen, 3 Dining Halls, Sports Room and 3 Toilets),
5. Training Block (inclusive of 3 Class Rooms, 3 Syndicate Rooms, 1 Computer Training Hall, 1 Switch Room, 1 UPS Room and 2 Toilets)
6. Auditorium with 3 attached Toilets.
7. Administrative Block (inclusive of 3 Faculty Blocks, 1 I.T. Room, 1 Library Hall, 1 Administrative Office, 1 Switch Room, 1 UPS Room, One cabin for each for Director and Vice-Principal, 2 Secretariat Rooms and 4 Toilets)
8. The connecting corridors / pathways, toilets and bath Rooms of (1) to (7) above.
9. Officers' Quarters (Staircases, Terrace & Landing area only of the two buildings) including car parking area and open area.
10. Director's Bungalow (open area and terraces).
11. One Diesel Generator Room (Consisting of two D.G. Sets of 100 KV and 125 KV capacities)
12. H.T. Transformer area.
13. The entire open area [excluding garden i.e. flowering plants, trees, jogging track and lawn], parking lot, driveway, and the boundary walls.
14. Any further structural addition and/or modification
15. The above premises shall hereinafter be referred to as "ZTC Campus".

2. Equipments, Linen, furniture and Fixtures provided by ZTC

2.1 ZTC Akurdi shall provide various items such as mattresses, pillows, bed sheets, bed covers, dust-bins, locks and keys, pillow covers, towels, blankets etc. and Tables, chairs, cots, cupboards, racks, book- shelves etc. in the "Area Of Operation" as defined above. These items are listed in 'Annexure A' and 'Annexure B' enclosed.

2.2 Stock of the items supplied by ZTC Akurdi has to be submitted by the Contractor every Quarter (i.e. March, June, September & December every year) to the office for inspection.

3. Workman:-

3.1 Going by the past experience, it is observed that a manpower of approximately 21 persons (as tabulated below) is required to be provided by the Contractor for Housekeeping and Maintenance activities of areas enumerated in Clause (1) [Area of Operation] above to provide quality services as and when required; however we do not specify number of workmen required.

Sr.No.	Designation	Minimum number
1	Hostel Manager / Supervisor / Receptionist	3*
2	Hostel Room Attendant	4
3	Classroom Attendant	1
4	Office Attendant	2
5	Sweepers(Bathroom claning and sweeping)	7
6	Electrician	2**
7	Plumber	1
8	Carpenter	1
	TOTAL	21

*2 During day-shift (s) and 1 during night shift; ** 1 during day shift and 1 during night shift.

3.2 The Contractor shall engage persons who are literate, well-behaved, trained and experienced – one as Receptionist and one as Manager / supervisor(s) whose name and updated contact numbers ought to be intimated to the office. The receptionist and Supervisor shall be available in the Reception counter/hostel round the clock for all connected jobs and shall not be engaged for sundry jobs. The control and supervision of the workmen is the sole responsibility of the contractor /supervisors employed by him.

3.3 The Receptionist and the Manager /Supervisor should be proficient in English, Hindi and Marathi and preferably be able to operate computers. The Manager / Supervisor should ensure smooth co-ordination and supervision of all the specified Housekeeping and Canteen / Catering services.

3.4 The contractor shall provide at least one technically qualified attendant exclusively for Class rooms and *Valmiki Kaksha* in the training block, who shall also attend to the proper functioning of Audio-Visual Systems, Televisions and OHP, LCD, Collar-Mikes, Cordless Presenters, and other electronic gadgets, if any, in the Class Rooms & Auditorium. He shall also provide assistance to Administrative Officials, Faculty Members & Director. He shall ensure operation of Air Conditioners in the various class rooms, Auditorium etc. and switch on and switch off these units daily as per requirement / usage.

3.5 The Contractor or his staff shall not indulge in any act which may hamper the peace or serenity of the campus of the Zonal Training Centre or likely to be detrimental to the interests of ZTC Akurdi. The Contractor shall be solely responsible for any direct or indirect misconduct on the part of his staff.

3.6. The Contractor will be responsible for the remuneration of his employees as per Minimum Wages Act, ESI Act, EPF and Miscellaneous Provisions Act, etc. updated from time to time. The contractor shall make the payment of wages/dues and benefits to his workforce through NEFT/RTGS only. The contractor will submit his monthly bill only after payment of wages of workforce for the immediately preceding month.

3.7. The Contractor or his Staff shall **not** invite or allow any guest / visitor of the Trainees / staff of the Contractor into the ZTC campus.

3.8. The Contractor or his staff shall not undertake any gardening activities within the ZTC campus.

3.9. The Contractor is required to engage licensed ITI certificate holder **electricians**, for functions as detailed herein later, who will be provided with proper tools and protection gear (as per the prevailing laws), by the Contractor / his authorised representative.

3.10. The Contractor shall also engage ITI certificate holder **plumber** for functions as detailed herein later, who will be provided with proper tools and protection gear, by the Contractor / his authorised representative.

3.11. The ZTC reserves the right to ask the Contractor to remove and replace any member of his staff for their failure to give quality service and the Contractor shall be bound to replace the staff member/s concerned within a week from the date of such communication.

3.12. In case the Contractor or any of his staff members are found to be occupying any of the Rooms in the Hostel(s), the Contractor is liable to pay a penalty of ₹ 1000/- per day per Room.

3.13. Smoking and /or consumption of alcoholic drinks is strictly prohibited within the premises of ZTC, Akurdi and may refuse entry into the campus or order eviction of any person (engaged by the Contractor) falling into any of the following categories: -

- i. is reported to be of dubious character
 - ii. is found reportedly indulging in activities prejudicial to the interests of ZTC Akurdi.
 - iii. is afflicted / suspected to be afflicted with, any contagious or communicable disease(s)
 - iv. is reported to have consumed alcohol / drugs
- AND
- v. is reported to have misbehaved with trainees / LIC officials, etc.

4. Services:

4.1. Proper and courteous service shall have to be provided by the Contractor.

4.2. Service at the Reception Counter shall include keeping of proper records of Trainees in the Hostel Register, ensuring the correct date and time of Check-in and Check-out (on Computer or in a Register as instructed by ZTC), allotment of rooms as per the instructions/guidelines.

4.3 Blank templates of identity cards shall be provided by ZTC for the trainee participants and the contractor shall write the names of the participants and issue these Identity Cards to the participants when they check- in and collect them back when they checkout.

- 4.4. The Contractor shall arrange for the preparation of the Session files and other related materials before the commencement of the Session(s) by collecting the materials from the office.
- 4.5. The Contractor shall ensure the proper distribution of Training Materials/Files to the Trainees before the commencement of Session.
- 4.6. The Contractor shall also arrange to collect the Bio-data forms duly filled in by the Trainees. Similarly, at the close of the Session, the Contractor shall arrange to hand over the Attendance Certificates, Group Photographs, etc. to the Trainees.
- 4.7. The Contractor shall bear the entire cost of providing cleaning materials, disinfectants etc. The Contractor shall arrange cleaning of toilets using high quality phenyl /acid / cleaning materials of the brands such as 'Harpic' / 'Domex' / 'Sanifresh' / 'Kiwi' etc (only standard items).
- 4.8. The Contractor shall ensure safety of the belongings of the inmates in the Hostel Rooms. However, in case of any untoward incident like theft or loss of any belongings/cash that takes place from the occupants' Rooms due to negligence on the part of the staff employed by the Contractor, the Contractor would be liable for compensating for the loss.
- 4.9. The staff of the Contractor engaged for Housekeeping shall help the Trainees/ guests in taking baggage] from/to the Hostel Reception (in "Jamuna") to / from the Rooms while Check-in and Check-out.
- 4.10. When an occupant of the Room desires to check out, the Contractor will have to do a discrete Room inventory to ensure that no items are missing / damaged and, in case of any loss/damage of the items, report the same to the Course Co-ordinator / Alternate Course Co-ordinator / Administrative Officer of Office Services Deptt., of ZTC, Akurdi immediately for taking appropriate action in the matter before the departure of such Trainee(s) from the Hostel.
- 4.11. The Contractor shall allot Rooms of the Hostel only as per the directions of the Competent Authority.
- 4.12 The Contractor shall ensure that the keys are collected back when an occupant leaves the Room.
- 4.13. The Contractor shall ensure that toilet papers, soap, odonil packets, naphthalene balls, candle and matchbox are available in every Room at all times. The cost of these items will necessarily be borne by the Contractor.
- 4.14. The Contractor shall use Room Fresheners in all offices, Lecture Halls, Recreation Room, Auditorium, Library and at other places (wherever required) at his own cost.
- 4.15. The Contractor shall keep shoe polish machine in good working condition. The Contractor shall keep Polish & cream available always at his own cost.
- 4.16. The intercom instruments provided in the Hostel Rooms are to be maintained properly.
- 4.17. The Contractor shall ensure proper storage and control of all linens (including curtains, sofa covers, etc.).The cost of laundry will be borne by the Contractor. He shall submit the stock register of the above listed items periodically (once in every Quarter) for verification to the authorized official of ZTC.

4.18 The Contractor shall supply TWO 50 gm Branded Toilet-soaps (e.g..Hamam"/"Lux"/"Medimix"only) to each Trainee at the time of his / her Registration and if the said Training Session(s) continue/s for beyond one week, TWO new soap-bars to be supplied every week for the tenure of such Session(s) to each trainee / occupant.

4.19 The Contractor shall, as directed from the Zonal Training Centre, Akurdi, provide ONE copy of English Newspaper (***Times of India OR Indian Express***) in each Hostel Room and TWO copies each of Regional Newspapers i.e. Hindi (***Navbharat Times OR Aaj ka Anand***), Marathi (***Sakaal or Loksatta***) and Gujarati (***Gujarat Samachar***) language at **each Reception Lounge** of the Hostel Nos.1, 2 & 3 at his cost.

4.20 In case of health emergency for any participant, the Contractor or his manager / supervisor shall summon a Doctor or take the participant to the Doctor's clinic if required. "First Aid Box" should be available at the Reception Counter at the cost of the Contractor and be kept in the custody of the receptionist. Cost of refills and medicines for the "First Aid Box" will be borne by the Contractor.

4.21 It will be the responsibility of the Contractor to communicate immediately any complaint of Sickness, mishap, accidents etc. to the Course-Coordinator/ Director/Authorised persons of ZTC.

4.22 The Contractor shall ensure proper maintenance of the Sports Room, the Television Room *, Outdoor Games , space [near Officers' Quarters], or any other space specified by ZTC, Akurdi. He shall undertake and ensure the safety & security of the equipments and gadgets provided therein and see that the facilities are made available at the prescribed hours (i.e. from 0600 hours to 0800 hours AND from 1730 hours to 2030 hours).

*(The Television Room shall not be available to Trainees beyond 2300 Hrs.)

4.23. The Housekeeping Staff shall ensure that the lights and fans are put off in the entire Z.T.C. Campus, when not required (without compromising on safety of trainees / officials, etc.).

4.24. The replacement and replenishment of sports materials for indoor as well as outdoor games shall be provided and accounted for by the Contractor and cost of such replacement / replenishment of sports materials (e.g. Boric powder, Table Tennis balls, Racquets, Shuttle-cocks, Chess Board, etc.) which shall have to be borne by the Contractor. The indoor games include Chess, Carrom and Table Tennis. Badminton (shuttle) is the only outdoor game relevant to ZTC.

4.25. The Contractor shall provide branded liquidator machines with mosquitorepellents (i.e. "Good Knight" /"Mortein" / "All Out" only) in each Room at his cost and refill the same whenever required. He should alternatively arrange to provide Mosquito Coil, if required by the trainees.

4.26. The Contractor shall ensure to take preventive measures so that rats, cats and rodents are eradicated from the Z.T.C campus. The cost of any damages to Z.T.C. property / Building(s) [arising out of deficiency of control on the same] will be recovered from the bills. The Contractor shall also be liable for any health hazards / ailments to LIC employees / trainees due to lack of control on rats, cats and rodents and the same shall attract appropriate penalty.

4.27. The Contractor shall do all class Room and office related rearrangements including shifting of furniture and other equipments within the ZTC campus / premises.

4.28. The Contractor shall provide safe and pure drinking water to the Trainees in their Class Rooms and Administrative Personnel in the Faculty Rooms, Administrative Office, Director's & Vice Principal's Cabins etc. regularly as and when required.

4.29. ZTC Akurdi shall provide three plastic water jugs (and replace the same, if broken / damaged) of 1 litre capacity each in each Hostel Room. The Contractor shall arrange refilling of drinking water twice or as frequently required by the Trainees in these water jugs.

4.30. The Contractor shall provide THREE glass tumblers (and replace the same, if broken / damaged) in each Hostel Room for drinking water. He should also provide hot water, if so required by the Trainees / ZTC Employees / Guests.

4.31. The maintenance should be preventive in nature i.e. proactive, anticipatory and not akin to fighting an emergency situation after a major breakdown has occurred. In case of any absence or leave of the specified / named electrician, plumber and carpenter, the Contractor shall arrange for additional electrician, plumber and carpenter on week ends.

4.32. The Contractor shall inform M.S.E.D.C.L. Office in case of power-failure to restore the electricity supply at the earliest by maintaining necessary liaison. He shall also inform B.S.N.L. Office in case of any telephone line failure & restore the telephone operations at the earliest by maintaining necessary liaison even with the cable operators for the Televisions kept at different places.

4.33. The Contractor will ensure the upkeep of Electrical Panel Rooms and the said Rooms must necessarily be free from dumping of any kind of materials to ensure optimum safety and free access for repair and/or maintenance activities. He will also ensure that Electrical Panel Rooms, Pump Rooms and Water Tanks [overhead and underground] are duly locked after the maintenance / repair jobs are completed. Leakages, if any, to be taken care of.

4.34 As LIC ZTC Akurdi, is under process of acquiring the ISO Certification, hence all the services rendered by the Contractor should comply with the ISO requirements.

5. Diesel Generator:

5.1. The Contractor is required to oversee the Diesel Generators. The Contractor shall necessarily name the duly qualified person responsible for operating the D.G. Sets and keep ZTC updated of any change in the person.

5.2. Needless to add proper record-keeping as per prescribed pro-forma (Log-book) is a mandatory obligation on the part of the Contractor and /or his authorised representative(s). The said Log-book shall have to be placed before the authorized official of ZTC, Akurdi, daily at 1100 hours on all working days, without exception.

5.3. The Contractor shall maintain the cleanliness of and ensure optimum safety measures in the Diesel Generator Room & the H.T. Yard. This envisages regular cleaning, removal of bushes, shrubs and weeding (and allied jobs) near H.T.Yard.

5.4. The batteries of the D.G. Set should be maintained by the Contractor. The Contractor must ensure that no unauthorized person is allowed access to the D.G. Room for any type of operation / supervision.

5.5. The Contractor should arrange for the purchase of diesel for running the D.G. sets during office hours / canteen hours. The cost of the diesel and its transportation will be borne by ZTC Akurdi.

6. Sundry Electrical, Plumbing and Carpentry Jobs:

The Contractor shall attend to all **sundry jobs** round the clock on day-to-day basis in the entire Zonal Training Centre campus such as attending to the complaints pertaining to:

a) **Repairs of electrical items** like Geysers, Storage Water Heaters, automatic shoeshine machine, Vacuum-cleaners, Tread mill machine, water-pumps, fan regulator, 2.5mm/ 1mm/ 4mm wires, 2.5 mfd capacitor, thermostat, CFL bulbs/ tubes etc.

b) **Replacement of electrical items** like three pin plugs, sockets, switches, plugs, batteries for wall- clocks, fuses, tube light starters, chokes, bulbs, tube lights (including fixtures thereof), CFL / LED bulbs, CFL/ LED tubes, MCBs, batteries for cordless mikes, collar mikes, fan coil rewinding, repairing of canteen equipments, door-bells, table- lamps, starter holder, angle holder, fiber-casings for electrical wiring.

c) **Repairing /replacing of any spare part of Canteen equipments** like toasters, gas burners, aata kneading machine, grinder, bain-marie, Idli steamer, exhaust fans, Chapati rolling table, light grinder etc.

d) **Repairing of any:**

- i) window pane (including replacement)
- ii) window / door,
- iii) tables and chairs,
- iv) locks of drawers/ cupboards (including replacement),
- v) making of duplicate keys
- vi) water taps (including replacement),
- vii) wash basin,
- viii) Audio system in Training Block and Auditorium
- ix) Fountain in Training Block

e) **Incidental carpentry work** such as:

- i) Greasing (easening) of doors / windows / drawers.
- ii) Repairs / replacement of hardware material like door / window / drawer handles, locks, door-stoppers, latches, door-closures, floor-springs, tower-bolts, hinges, etc.
- iii) Cleaning and greasing once in three months (February, May, August and November every year) of all doors and windows .
- iv) Application of anti-woodborer chemicals to doors, windows, furniture, etc.

The cost of such repairs / replacement [i.e. as mentioned above in Clause 6 (a), 6 (b), 6 (c), 6 (d) and 6 (e)] shall be incurred by the Contractor up to ₹ **5,000/- (Rupees five Thousand) per item. These repairs and /or replacements should be carried out promptly without any loss of time.**

Reference be made to Clause 3.9 above regarding the personnel to be engaged for this purpose.

The job of the Electrician shall include:

- a. Repairs / replacement of items enumerated above
- b. Operating the Motor-Pumps in ZTC
- c. Operating the Diesel Generator Sets in ZTC
- d. Noting the "H.T. Meter Reading" and "Diesel Reading" of D.G. Sets daily in the prescribed Log-Book which shall have to be placed before the authorized official of ZTC, Akurdi, daily at 1100 hours on all working days .

The Contractor shall also engage ITI certificate holder plumber (to attend to plumbing jobs such as change of washers, ball cocks, water taps, hedges and other similar items), as already mentioned in Clause 3.9 above.

The job of the Plumber shall include:

- a) Repairs / replacement of items enumerated above
- b) Ensuring that the water supply is properly maintained at all outlets / installations related to water supply without wastage of water.
- c) Noting the "Water-Meter Reading" daily in the prescribed Log-Book which shall have to be placed before the authorized official of ZTC, Akurdi, daily at 1100 hours on all working days.
- d) Repair works relating to bore wells, motor-pumps, etc
- e) Repairing, replacing and re-fixing of G.I. water supply line, water tank connections, drainage line, rain water pipes, etc.
- f) Cleaning of bath Room-traps, bottle-traps and other traps, chambers and drainage line, etc. to ensure smooth flow and avoid blockage.
- g) Clearing the blockage of water pipes, sewage, drainage in the ZTC campus regardless of the cost involved.

If outside plumber is engaged for the above works, the labour charges necessarily have to be borne by the Contractor.

7. Checks :

7.1. The Contractor shall ensure that the "Complaint Register" is scrupulously maintained at the Reception of Hostel No.2 and submitted to ZTC for scrutiny every Monday, along with the remedial action taken.

7.2. The Contractor shall not give any scope for any complaint or grievance from participants or inmates or officials of the ZTC. The Contractor shall attend to all complaints/requirements within the purview of the contract. Any complaint or grievance shall have to be redressed forthwith.

7.3. The Contractor and /or his Staff shall not use the premises, properties, fixtures, fittings, etc. of the ZTC for any purpose other than those expressly mentioned in the contract. It shall be open to any Official of the ZTC authorised in this behalf to inspect the various Rooms within the ZTC premises.

7.4. With a view to ensure smooth and effective implementation of the Contract, the Director, ZTC, Akurdi is entitled to issue instructions, either orally or in writing, to the Contractor which need to be carried out scrupulously.

7.5 The Contractor should personally visit the ZTC once in a month and whenever the Director/Committee/administration calls for meeting/visit.

8. Penalty Clause:

A) Whenever the quality of Housekeeping / Maintenance Services are found unsatisfactory on the basis of 5 % of Trainees giving "AVERAGE" rating in respect of:

1)Cleanliness 2)Sweeping/Mopping 3)Bathroom Cleaning 4) Bed sheets/Curtains washing 5)Bedbugs/ mosquitos Pest control etc. for the month , penalty of 10% of total bill of the month will be imposed.

B) Deductions from monthly Bill as per Annexure 'G' shall be made in addition to the above as per the rates given for unsatisfactory Housekeeping/Maintenance services.

C) In addition to the above The Director ZTC ,or any other officer so authorised may impose suitable penalty on the basis of Report of internal committee(s) of ZTC AKURDI and/or by observations from Administrative Officials on Housekeeping / Maintenance services.

D) Terminate the Contract with due prior notice for unsatisfactory services and the Contractor shall have no claim whatsoever against ZTC Akurdi or any of its officers in consequence of such termination.

9. Rates and Billing:

9.1. ZTC Akurdi will pay a fixed monthly sum of as may be agreed to between ZTC Akurdi and the successful Bidder in the Contract for such duration as the Contract is in force, as a consideration for the House-keeping & General Maintenance Services rendered by the Bidder, subject to all the Terms and Conditions of such Contract that may be entered into.

9.2. The Contractor shall submit his monthly bills for House-keeping & Maintenance Services by the 10th of the following month. Along with the Bill, the Contractor shall also submit a monthly Report (in such proforma as may be prescribed by ZTC, Akurdi) giving details of the Housekeeping and General Maintenance Services rendered during the month.

9.3. All Housekeeping and General Maintenance activities, as listed in the Annexure 'F', should be recorded in the prescribed Register.

TIME SCHEDULE OF ACTIVITIES

SN	Activity	Frequency	Remarks
1	Disposal of Kitchen garbage and leftover food in Dining Halls	Daily	
2	Disposal of waste papers, etc. from areas other than Kitchen and Dining Halls	Daily	
3	Cleaning of cobwebs	Fortnightly (every 2nd and 4th Sunday)	
4	Dusting of furniture (chairs, tables, cupboards, etc.) and non-electrical fixtures.	Daily	
5	Sweeping & mopping of floors other than Dining Halls, Kitchen and Hostel Rooms with disinfectants	Daily	Cleaning work of Administration Block, Training Block and Canteen Block should be completed before 0900 hrs. and cleaning of the Hostel Rooms is to be started thereafter and to be finished before 1600 hrs.
6	Sweeping & mopping of floors of Dining Halls with disinfectant	Before and after each meal	
7	Sweeping & mopping of floors of Hostel Rooms with disinfectants	Daily and on change of occupancy	
8	Sweeping & mopping of floors of Kitchen with disinfectants	Thrice daily	
9	Sweeping and mopping of staircases and cleaning of railings with disinfectants	Daily	
10	Polishing of trophies, statues, etc. with 'Pitambari'	Quarterly (on or before 10th of every February, May, August, November)	
11	Cleaning of the carpets of VIP Rooms, Auditorium & such other rooms, wherever applicable.	Weekly every Saturday	Should be cleaned by Vaccum Cleaner
12	Cleaning of Toilets attached with the Administrative Block, Director's and Vice Principal's Cabin	Twice daily* on weekdays (At 0900 hours and 1500 hours) AND once on Sundays / holidays. (At 1000 hours) *If need be, on more than	

		two occasions on weekdays.	
13	Cleaning of Toilets attached with the Training Block	Thrice a day on weekdays (0800 hours, 1200 hours and 1600 hours) (On Sundays and Holidays, at least once).	
14	Cleaning of Toilets and wash basins attached with all Canteen Block	Thrice a day everyday (0700 hours, 1130 hours and 1600 hours)	
15	Cleaning of Wash basins, Bathrooms and Toilets of Hostel Rooms	Daily (Between 1000 hours to 1600 hours)	
16	Undertaking Pest-control measures for the eradication of mosquitoes, rats, cockroaches, bed-bugs, lizards & all flying insects in the premises as defined in clause (1) by spraying branded repellents like Baygon / Hit, etc.	Fortnightly Basis	
17	Changing of Bed-sheets, Pillow-covers, "Solapuri Chadders", and their washing and ironing.	Once in every 3 days AND as and when any Training Session ends	
18	Changing of Blankets and their washing and ironing	Quarterly (on or before 10th of every February, May, August, November)	
19	Changing and washing of bath-towels of Hostel Rooms	Every alternate day AND as and when any Training Session ends	
20	Changing and washing of Towels of Administration, Training & Dining Blocks	Twice a week (Monday and Thursday; before 0830 hours)	
21	Washing & changing / fixing of curtains, Sofa-Covers, etc. in Administration, Training Block, Canteen Block and Hostel Rooms	Once in 3 months (March, June, September and December)	
22	Cleaning of Buckets, Mugs, Water jugs, etc. with branded cleaners like Vim / Prill, etc.	Twice in a month (2nd and 3rd weekends of every month)	
23	Scrubbing of bathroom tiles	Once in a week (Every Sunday)	
24	Carrying out mosquito fogging operation in the campus (including Director & Officers' Quarters)	Monthly (on or before 15th of every month)	
25	Inspection of electrical installation: (a) Oil test for the transformer and U.C.B. (b) Test of the earthing system (c) Insulation resistance test exclusively of	Annual (April every year)	The necessary expenses for oil test of transformer will be borne by

	every electrical installation / gadget.		ZTC Akurdi
26	Cleaning of Water-Coolers	Daily	
27	Cleaning of all underground water tanks.	Quarterly (January, April, July, October every year)	
28	Cleaning of all overhead water tanks.	Monthly (Second Sunday of every month, with two days' prior notice to all concerned in writing)	
29	Cleaning of fountain in the Training Block and refilling with fresh water every Monday and drained out every Saturday .	Weekly	
30	Cleaning of fans, lights, window-frames, window panes, shutters, Venetian blinds, doors, etc.	Quarterly (February, May, August, November every year) or whenever required	
31	Opening of clogged drains / Sewerage Lines	As and when required	
32	Ensuring operation of sewage / water drainage	On an on-going basis	
33	Changing of worn out / damaged water taps / valves / pipes, etc.	As and when required	
34	General checking of all toilets, fittings and sanitary accessories	Once a week (Every weekend)	
35	General checking of all furniture/ locking arrangement and their repairs, etc.	Once a week (Every weekend)	

Note:

1) A Control Register for all the above items is to be maintained by the Contractor and produced to Administrative Office of ZTC, Akurdi regularly / when called for.

2) Even if any Hostel Room or Office Room or Class Room or Auditorium or Toilet is not put to use, the dusting / cleaning of the same should be done as per the Schedule above. This should be adhered to without fail. Maintenance of vacant quarter on monthly basis should be done.

PENALTY CLAUSE DETAILING THE MINIMUM AMOUNT RECOVERABLE (FROM THE MONTHLY HOUSEKEEPING BILL PAYABLE TO THE CONTRACTOR) FOR DEFAULT ON EACH OCCASION FOR THE FOLLOWING ACTIVITIES

SN	Activity	Frequency	Minimum Penalty From the Monthly housekeeping Bill
1	Disposal of Kitchen garbage and leftover food in Dining Halls	Daily (Except on default arising due to Municipal Authorities)	₹ 500 per day
2	Disposal of waste papers, etc. from areas other than Kitchen and Dining Halls	Daily (Except on default arising due to Municipal Authorities)	₹ 500 per day
3	Cleaning of cobwebs.	Fortnightly (every 2nd and 4th Sunday)	₹ 150 per room
4	Dusting of furniture (chairs, tables, cupboards, etc.) and non-electrical fixtures.	Daily	₹ 50 per item
5	Sweeping & mopping of floors other than Dining Halls, Kitchen and Hostel Rooms	Daily	₹ 200 per area
6	Sweeping & mopping of floors of Dining Halls	Before and after each meal	₹ 500 per day
7	Sweeping & mopping of floors of Hostel Rooms	Daily and on change of occupancy	₹ 50 per room
8	Sweeping & mopping of floors of Kitchen	Thrice daily	₹100 per day
9	Sweeping and mopping of staircases and cleaning of railings	Daily	₹ 300 per hostel
10	Polishing of trophies, statues, etc. with 'Pitambari'	Quarterly (On or before 10th of every February, May, August, November)	₹ 100 (from the Bill of the respective month)
11	Cleaning of the carpets of VIP Rooms, Auditorium & such other rooms, wherever applicable.	Weekly every Saturday	₹100 per room
12	Cleaning of Toilets attached with the Administrative Block, Director's Cabin and Vice Principal's Cabin.	Twice daily* on weekdays (At 0900 hours and 1500 hours) AND once on Sundays / holidays At 1000 hours) *If need be, on more than two occasions on weekdays.	₹ 50 per block per day
13	Cleaning of Toilets attached with the Training Block	Thrice a day on weekdays (0800 hours , 1200 hours and 1600 hours) (On Sundays and Holidays, at least once).	₹ 50 per block per day

14	Cleaning of Toilets, wash basins attached with all Canteen Blocks.	Thrice a day everyday (0700 hours, 1130 hours and 1600 hours)	₹ 50 per block per day
15	Cleaning of Bathrooms and Toilets of Hostel Rooms	Daily (Between 1000 hours to 1600 hours)	₹ 50 per room per day
16	Undertaking Pest-control measures for the eradication of mosquitoes, rats, cockroaches, bed-bugs, lizards & all flying insects in the premises as defined in clause (1) by spraying branded repellents like Baygon / Hit, etc.	Fortnightly	₹ 4000
17	Carrying out mosquito-fogging operation in the campus (including Director & Officers' Quarters)	Monthly (on or before 15th of every month)	₹ 4000
18	Changing of Bed-sheets, Pillowcovers, "Solapuri Chadders", and their washing and ironing.	Once in every 3 days and as and when any Training Session ends	₹ 500 per room
19	Changing and washing of bath towels of Hostel Rooms	Every alternate day and as and when any Training Session ends	₹ 500 per room
20	Changing and washing of Towels of Administration, Training & Dining Blocks	Twice a week (Monday and Thursday before 0830 hours)	₹ 200 per block
21	Changing of Blankets and their washing and ironing.	Quarterly (on or before 10th of every February, May, August, November)	₹ 500 per room
22	Washing & changing / fixing of curtains, Sofa-Covers, etc. in Administration, Training Block, Canteen Block and Hostel Rooms.	Quarterly (Mar, Jun, Sep & Dec)	₹ 500 per room
23	Cleaning of Buckets, Mugs, Water jugs, Wash Basins, etc. with Vim/Pril/Patanjali etc	Once in a month (2nd and 3rd weekends of every month)	₹ 100 per room
24	Scrubbing of bathroom tiles	Once in a week (Every Sunday)	₹ 100 per room
25	Inspection of electrical installation: (a) Oil test for the transformer and U.C.B. (b) Test of the earthing system (c) Insulation resistance test exclusively of every electrical installation / gadget.	Annual (April every year)	₹ 2000 pm till job is done
26	Cleaning of Water-Coolers	Weekly (every Sunday)	₹ 100 per cooler
27	Cleaning of all underground water tanks.	Quarterly (January, April, July, October every year)	₹ 500 per tank
28	Cleaning of all overhead water tanks.	Monthly (Second Sunday of every month, with two days' prior notice to all concerned in writing)	₹ 200 per tank

29	Cleaning of fountain in the Training Block and refilling with fresh water every Monday and drained out every Saturday.	Weekly	₹ 200
30	Cleaning of fans, lights, window-frames, window panes, shutters, Venetian blinds, doors, etc.	Quarterly (February, May, August, November every year)	₹ 20 per item
31	Opening of clogged drains / Sewerage Lines	As and when required	₹ 20,000/-
32	Ensuring operation of sewage / water drainage	On an on-going basis	N.A.
33	Changing of worn out / damaged water taps/ valves / pipes, etc.	As and when required	₹ 50 per item
34	General checking of all toilets, fittings and sanitary accessories	Once a week (Every weekend)	N.A.
35	General checking of all furniture/ locking arrangement and their repairs, etc.	Once a week (Every weekend)	N.A.

COMMON CONDITIONS

APPLICABLE TO BOTH CATERING SERVICES AND HOUSEKEEPING AND GENERAL MAINTENANCE SERVICES:

1) The contract shall be for a period of THREE years. The Competent Authority may renew the contract for a period of up to one year after the expiry of the three-year period of the contract, on the same terms and conditions as the original Contract, subject to satisfactory performance by the Contractor.

2) The rates quoted will be applicable for the entire period for which the Contract is entered into and remains effective. However, for Catering Services, an annual hike of 5% on basic initial rates may be considered as clause number (7.6) of Terms and Conditions of 'Catering Services'.

3) Following deductions shall be invariably made from every bill payable to the Contractor: (a) Income Tax (as per rules) AND (b) 0.50% of the gross monthly bill of the Contractor (towards electricity & water charges)

4) The Contractor has to be registered with the Registrar of Maharashtra State and furnish the details of Registration Number to ZTC, Akurdi. He shall abide by the State Government Labour Act & Rules and also Govt. of India (Ministry of Labour) Rules and Regulations and all other Statutory Acts, Provisions, Rules and Regulations relevant to this Contract including Workmen's Compensation Act, Minimum Wages Act, Provident Fund Act, ESI Factories Act, Sales Tax Act, Contract Labour (Regulation and Abolition) Act, Pimpri-Chinchwad Municipal Corporation Act or such Acts which may be brought into force from time to time as well as the regulations / rules / by-laws framed thereunder and comply with all the directions or orders issued / passed by the Government of Maharashtra/ the Union Government/ Local Authority or any other Competent Authority(ies) authorized to issue / pass directions or orders in the matter of the said Contract.

- 5) The Contractor shall obtain at his own expense all licenses and permissions which may be required for conducting the Catering, House-keeping & General Maintenance activities in accordance with this Contract and pay all the taxes and any penalties that may arise due to non-compliance with any laws / statutory provisions, etc. hereinafter becoming payable to the Government, Municipality or any other Local Body by reason of his conducting such business.
- 6) The Goods and Services Tax shall be dealt with as per instructions from Higher Office from time to time.
- 7) The Contractor must ensure compliance of the provisions of relevant rules and regulations of Central Govt./Local Municipal Authorities as regards food safety etc. and other statutory requirements as relevant to running Canteen and providing catering Services in ZTC. In case any fine/penalty is imposed by the Central Government/State Government/Local Authorities, it shall be the responsibility of the Contractor to pay such fine and / or bear such penalty. Further any fine / penalty imposed by ZTC on this count shall be recoverable from the monthly bill and/or Security Deposit of the Contractor.
- 8) If there is any variation from the approved specimen in the quality of material used, appropriate penalty, as may be decided and determined by the Director or any Authorised Person of ZTC, Akurdi, will be levied while settling the monthly bills. Repeated violations may render the Contract liable for termination.
- 9) The Contractor shall furnish to ZTC, Akurdi the list of all the articles / machinery / equipment / utensils brought by him for the purpose of Catering, House-keeping and general maintenance activities which shall be verified and signed by the concerned authorities of ZTC Akurdi. Any articles / machinery / equipment / utensils not enumerated in the list provided by the Contractor shall be considered as property of ZTC Akurdi over which the Contractor shall have no legal rights.
- 10) Nothing herein contained shall be construed to create any Tenancy Rights in favour of the Contractor with respect to the Canteen Block and/or ZTC Premises and ZTC Akurdi may on its own motion, effect the termination of the Contract, direct the Contractor to peacefully vacate the premises and resume absolute possession of the Canteen Block, Hostel Block, Training Block and other areas in ZTC Premises at any time on termination of the Contract.
- 11) Immediately on termination of the Contract, the Contractor and his staff / representatives shall peacefully vacate the premises and hand over to ZTC Akurdi all articles, equipments, furniture and other fixtures belonging to ZTC Akurdi and entrusted in his custody and shall remove all his stores and effects. In case of any default to this effect, ZTC Akurdi shall be entitled to enter into and take possession of any premises that may have been under unauthorised occupation of the Contractor or his Staff / Representatives within ZTC, Akurdi and lock-up the same or remove his stores or their effects wherever lying and dispose off the same by sale or otherwise without any notice and ZTC Akurdi shall not be liable for any damage arising out of such act/s and ZTC Akurdi shall also forfeit the Security Deposit without assigning any reason for such forfeiture.
- 12) The Contractor shall **not** exhibit any Signboard, Nameplate or Advertisement within or outside the ZTC Premises.

13) The contractor shall provide three different types of uniform (clothes) as follows for ease of identification: a) For Managers and Supervisors b) For Canteen workers AND c) For Housekeeping and General Maintenance workers.

14) For security reasons, the Contractor shall provide the bio-data (in such format as may be prescribed by ZTC) alongwith valid photo-identity proof, photograph and residence proof of all the employees appointed by the Contractor for the purpose of running the Canteen and also in respect of any new employees appointed by the contractor before they are engaged for work in ZTC by the contractor. Change of persons as and when affected to be informed to the Competent Authority.

15) The Contractor shall issue identity cards under its own name and trademark to its employees deployed for rendering the said services, subject to verification at any time by ZTC Akurdi. ZTC may refuse the entry into its premises to any worker of the Contractor for not carrying / having such identity card.

16) All personnel employed by the Contractor shall have to be declared medically fit for handling food & certified for fitness before engagement by the Contractor and periodically thereafter. Medical check-up of all the persons deployed for preparing food , serving the food and washing the utensils will be arranged by the Contractor from a Government authorized Medical Institution/ Hospital/ Doctor/ Practitioner, at half yearly intervals or as and when may be advised by ZTC Akurdi, at Contractor's cost and the medical fitness certificate(s) will be submitted to ZTC Akurdi. No persons will be deployed in ZTC without proper medical check-up.

17) The Workers / Staff shall have no presumptive right, whatsoever, of absorption in the Services of the Corporation.

18) The staff employed by the Contractor shall be the Contractor's employees & the Corporation **shall in no way be responsible** for their Wages, Salaries, Bonus, Gratuity or any Compensation, Notice Pay, etc.

19) ZTC Akurdi may allow a few employees of Contractor to stay in the ZTC Premises for early/ late hour duties, such as fetching milk, serving of bed tea/coffee, etc. Their presence however, should not cause any nuisance / disturbance to the normal functioning of ZTC Akurdi.

20) In times of occasional scarcity of water, the Contractor shall ensure, at his own cost, availability of modern safe alternative modes of these resources and ensure that the operations/programmes of ZTC Akurdi are not adversely affected in any manner.

21) Nothing herein contained shall purport or operate to declare, assign limit or extinguish, whether in present or in future, in favour of the Contractor any right, title interest, whether vested or contingent, in the ZTC Premises that vests with ZTC Akurdi and the Contractor hereby agrees that the ZTC Premises is the absolute property of Corporation and it vests in the name of Corporation.

22) In the matter of appointment of the required employees for the purpose of assisting the Contractor in carrying out the Contractual obligations, the Contractor shall not appoint any minors or persons prohibited by law, to be so appointed.

23) The Contractor shall on the direction of the Director, ZTC, Akurdi, immediately dismiss from work any staff/employee who may, in the opinion of the Director, be unsuitable or incompetent or who may have committed any misconduct and such person shall not be again employed or allowed entry in the ZTC premises, without the permission of the Director.

24) The Contractor shall keep ZTC Akurdi, its Officers and employees safe and harmless and indemnified from and against all losses, suits, damages, cost charges, claims and demands whatsoever including claims under the Workmen's Compensation Act, 1923, or any law in force, which ZTC Akurdi, its Officers or employees may become liable to pay for the reason or in consequence of any injury to any person or persons or to any property either belonging to ZTC Akurdi or any third party whether resulting directly through any accident or otherwise to life or property while running the Canteen from the Canteen Premises or when carrying out any housekeeping jobs in ZTC premises. Such damage, injury or loss to life or property shall be made good / indemnified and / or shall be paid immediately, as the case may be, by the Contractor.

25) Upon breach by the Contractor of any of the terms and conditions governing the Contract, and / or upon the Contractor failing to comply with the directions / orders issued / passed by the P.C.M.C. / the Government of Maharashtra / the Union Government / any other Competent Authorities and / or upon the Contractor failing to comply with the requisitions issued by ZTC Akurdi and / or if, in the opinion of ZTC Akurdi, the Contractor is not performing the Catering, Housekeeping & General Maintenance activities in a satisfactory manner and / or if the Contractor is adjudicated insolvent and / or the Contractor fails to make any arrangement with his creditors and / or if any attachment or execution is levied on any of the property of the Contractor, the Contract shall be liable to be terminated.

26) The Contractor shall indemnify ZTC Akurdi against all claims which may be made under the Workmen's Compensation Act or Rules thereunder or under any law or rules of compensation payable in consequence of any accident/injury sustained by any person in the Contractor's engagement / employment for the purpose of Catering, Housekeeping & General Maintenance Contract.

27) The Contractor shall forthwith, at the Contractor's own cost and expenses, comply with any requisitions issued by ZTC Akurdi / Competent Authority pertaining to any matters in connection with the Catering, Housekeeping & General Maintenance Services by the Contractor.

28) If any worker of the Contractor indulges in theft, negligence or any illegal activities, the Contractor shall immediately terminate such employees.

29) The Contractor being the employer in relation to workers employed by it to provide the Services under the terms and conditions, the Contractor shall alone be responsible and liable to pay wages/salaries to such persons. The wages/ salaries shall be as fixed or prescribed and paid as per the Minimum Wages Act 1948 or by the Chief Labour Commissioner (Central), Government of India, Ministry of Labour & Employment, or by Maharashtra State Government or any other statutory Local Authority, as applicable for the appropriate category of workers as employed by the Contractor from time to time.

30) Maintenance of all types of records in respect of the staff employed by the Contractor will be the Contractor's sole responsibility.

31) The Contractor shall pay wages as per the Minimum Wages Act to his/her workmen and maintain such records as may be required and these records may be called for verification by Director, ZTC/ any person authorized by him/her. The Contractor shall confirm in writing to ZTC, Akurdi that such wages have been disbursed to his/her workmen latest by 15th of the following month.

32) The Contractor shall, at all times, be liable to indemnify and keep indemnified ZTC, Akurdi against any such claims/damages on account of injury/disability/death of any of its workers caused while providing the Services to ZTC, which may be made under the Employees Compensation Act 1923 or any other Acts or any other Statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the workers of the Service Provider or in respect of any claim, damage or compensation under Labour laws or other laws or rules made there under by any person whether in the employment of the Contractor or not who provided or provides the service at premises of ZTC.

33) The Contractor shall, at all times, be liable to indemnify and keep indemnified ZTC, against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees / personnel during the hours of providing the Services at ZTC's premises or before and after that.

34) The Contractor shall comply with the instructions issued by ZTC from time to time relating to the performance of the Services, duties and obligations under this agreement. The Services rendered by the Contractor shall be subject to regular review by ZTC, and its decision as to the quality thereof shall be final and absolute.

35) The Contractor shall abide by the applicable ZTC rules, guidelines, policies and procedures at all times during the performance of the Services and the regulations issued by the various Government Authorities under whose jurisdiction this agreement will fall, from time to time.

36) The Contractor represents and undertakes that:

(i) He/She has full power and authority to enter into the agreement with ZTC and perform the Services and it has the necessary expertise to duly perform the Services under this agreement.

(ii) He/She shall render the Services and perform its obligations and duties as per tender accurately and efficiently and in accordance with the instructions, specifications, procedures, standards, guidelines, time frame, as mentioned in this Contract, or as are issued from time to time by ZTC for the performance of the Services to the satisfaction of ZTC, Akurdi.

(iii) He/She shall be responsible for all Corporate and Personal Taxes that may be applicable as per Statutes prevailing and as may be applicable, from time to time, and the Contractor shall not hold ZTC responsible for any liability in this connection.

(iv) He/She shall be responsible for ensuring that all workers / staff engaged by the Contractor to provide Services to ZTC shall hold at all times the necessary expertise and shall abide by ZTC's instructions, specifications, procedures, standards, guidelines, and time frames at all times during the performance of the Services.

37) ZTC shall have the right to deduct from the money due to the Contractor, any sum required or estimated to be required, for making good the loss suffered by any worker, by reason of non-fulfillment of the conditions of the Contract for the benefit of the workers, non-payment of wages or of deduction made from their wages which are not justified by their terms of the Contract or non-observance of the Regulations.

38) Nothing in this Contract shall be deemed to create any Partnership, Joint Venture, Agency between ZTC, Akurdi and the Contractor / his representatives and employees and nothing herein shall deem to confer on any party, any authority to incur any obligation or any liability on behalf of the other party.

39) The Contractor is an independent Contractor and not an employee, agent, associate or authorized representative of ZTC, Akurdi. LIC and the Contractor undertakes that it shall not undertake any obligation or liability in the name of or on behalf of ZTC / Corporation, whatsoever.

40) Nothing in this Contract shall by implication or expression be taken to mean that any of the persons deployed / engaged by the Contractor for rendering the Services, are employees of ZTC Akurdi / ZTC, Akurdi or engaged by ZTC, Akurdi. The Contractor shall be deploying workers who shall be in sole employment of the Contractor and Contractor shall be solely and fully responsible for the acts, salaries, wages, remunerations or any other statutory liabilities or other payments of the workers. Under no circumstances shall ZTC be liable for any payment or claim or compensation [including but not limited to compensation on account of injury, death, termination.

41) If, at any stage, it is revealed that the documents /Certificates / testimonials submitted by the Contractor are forged or have been manipulated, the work order issued to the Contractor shall be cancelled and Security amount deposited with ZTC shall be forfeited without any claim whatsoever on ZTC and the Contractor shall be liable for action as appropriate under the relevant laws.

42) Without prejudice to any of the rights or remedies under this Contract, if the Contractor dies, ZTC shall have the option of terminating the Contract without compensation to the legal or other heirs of the Contractor.

43) ZTC shall accept no liability explicit or implicit for, nor any financial or other consequences arising from sickness, injury, damages or death of the personnel of the Contractor, of the staff members or of any sub-Contractor or agent or of any person performing on their behalf any work under the present Contract including the time spent in travel, nor for any damages which may arise by reason of the neglect or default of any of them.

44) The Contractor will not link the payment of wages to the workers with settlement of his bills by the ZTC.

45) Payment of bills will be made on monthly basis through NEFT only, provided that the Catering & Housekeeping Services provided are satisfactory during the month and subject to deduction of penalty imposed, if any, as per terms and conditions of this Contract.

46) The Contractor will deduct ESI contribution and Provident Fund contribution of the employees from the Minimum Wages of the workers at prevailing rates and remit the same with

the appropriate Authorities along with Employer's Contribution of ESI and PF as per the prevailing rates that are applicable at the time of payment / disbursement.

47) Contractor will be required to submit the attested photocopies of deposit challans showing the individual figure of deposit of contribution of Provident Fund and ESI of employees' and employers' share deposited with appropriate authorities for the previous month along with the monthly bill. All statutory payments shall be made by the Contractor to his staff for which no reimbursement shall be made by ZTC, Akurdi to the Contractor.

48) No reimbursement in lieu of PF, ESI, Bonus and Gratuity shall be made by ZTC, Akurdi. The Employer's contribution of ESI and PF shall have to be borne by the Contractor exclusively.

49) The Contractor shall specify the persons who shall act as his/her 'authorized representative', 'Manager' and 'Supervisor'. The Contractor or his/her authorized representative or Supervisor or Manager must be present at all times in ZTC premises. The Contractor must visit the premises at least once in a month and/or whenever required and contact the person authorized by the Director, ZTC to look into Catering, Housekeeping and General Maintenance matters.

50) Any deficiencies in the Services should be addressed immediately on being pointed out by such Authorized Person.

51) It is the exclusive responsibility of the Contractor to ensure due and timely compliance with all relevant and prevailing laws, rules and regulations and other allied instructions issued by the Government Authorities from time to time, pertaining to the employment of workmen.

52) The Contractor is not entitled to assign / transfer howsoever the benefit or burden of the Contract to any other person or Firm.

53) Any failure or omission on the part of ZTC Akurdi at any time to exercise any of its rights under the terms of the Contract, shall never be construed as 'waiver' and shall, in no way, impair or affect the validity of the terms and the rights of ZTC Akurdi to enforce its right, at any time deemed appropriate with retrospective effect.

54) The Contractor shall indemnify ZTC Akurdi for any loss or damage caused to its premises, properties and belongings either willfully or otherwise or for erosion of reputation suffered by Corporation on account of negligence, wrongful or questionable conduct of the Contractor or his staff, whether indulged intentionally or otherwise.

55) The Security Deposit paid by the Contractor will be retained with ZTC, Akurdi without interest and the same shall be refunded to the Contractor upon termination of the Contract, subject to recoveries, if any, towards outstanding dues / charges / compensation / penalties.

56) Whenever the Contract is terminated by ZTC Akurdi for any wrongful act / omission by the Contractor, the Contractor shall not be entitled to any compensation whatsoever or for refund of the Security Deposit.

57) ZTC, Akurdi reserves the right to cancel or terminate this Contract by giving thirty days notice in writing without giving or assigning any reason(s) for doing so and in the event of the Contractor wishing to terminate this agreement, the Contractor shall have to give at least three months notice to ZTC in writing and in either event, the Contractor shall hand over the peaceful and vacant possession of the space (accommodation) provided in the tender / Contract.

58) The Contractor shall hand over forthwith all the articles provided to him and no broken item(s)/articles(s) shall be taken back which must be replaced by the Contractor or the Contractor shall have to pay the cost thereof.

59) In the event of the pre-mature termination by either party to the Contract or expiry of the Contract, it shall be obligatory on the Contractor to continue providing the Services on the same terms and conditions as provided in this Contract, till such time ZTC is able to make any alternative arrangement and / or ZTC agrees in writing to allow the Contractor to discontinue.

60) Any dispute arising out of this Contract including any clarification as to the intent or interpretation of any of the provisions of these terms and conditions, the same shall be first referred to/sought from the Director, ZTC whose decision in the matters shall be final and binding on the Contractor.

61) Any other matter relevant to but not covered in the Contract shall also be decided by making reference to the Director, ZTC, whose decision will be final and binding on the Contractor.

62) All questions, disputes and / or differences arising under or in connection with this Catering, Housekeeping and General Maintenance Services Contract or in anyway touching or relating to or concerning the construction, meaning or effect or the terms herein, shall be referred to the sole arbitration of an Officer of LIC, who for the time being is entrusted whether or not in addition to other functions, with the functions of ZTC Akurdi by whatever designation, shall may be called hereinafter or referred to as the said officer and if ZTC Akurdi or the said officer is unable or unwilling to act, the sole arbitration of some other person appointed by ZTC Akurdi or the said officer and willing to act as such arbitrator. The Contractor can have no objection to any such arrangement to the effect that the arbitrator so appointed is Corporation's own officer or that he was a party to the Contract or that he had to deal with matters which relate to this Contract or that in the course of his /her duties as such officer he /she had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator appointed shall be final and binding on the Contractor.

63) "In terms of provisions of section 33 (3) of the Insurance Act, 1938, as amended by the Insurance Laws (Amendments) Ordinance, 2014, Insurance Regulatory Authority of India (IRDAI) is authorized to verify all such books of account, register, other documents and the data base in the custody of contractor in respect of service outsourced by the LIC of India. It shall be the duty of the contractor to provide such documents/statements/information as may be required by IRDAI within such time as may be specified by the IRDAI".

64) In case of any unresolved issues/ disagreements / disputes in connection with the Contract, the same shall be settled through Arbitration or through the Court of Law within the jurisdiction of Pune alone. The resultant Contract will be interpreted under Indian Laws.

65) The Contractor shall not be entitled to any compensation from ZTC, Akurdi on account of termination of the Contract.

DIRECTOR