

PART-II

**THE SCOPE OF WORK AND GENERAL
TERMS & CONDITIONS TO BE SATISFIED
BY THE CONTRACTOR**

PART-II
(Section-1)

SCOPE OF THE WORK

Government Polytechnic, Dhanbad would outsource the **Security Guard, Grade 4 Employee, Cleaner/Sweeper, Gardener(Mali), Cook, Helper(cook)** services pertaining to the Institute Campus on Rate Contract (RC) basis. In brief, the work includes (broadly described under “General Terms and Conditions” in section 2 of Part –II of this document along with other criteria to be fulfilled) :-

- i) **Arranging Security Guard, Grade 4 Employee, Cleaner/Sweeper, Gardener(Mali), Cook, Helper(cook)** and
- ii) Providing round the clock security & Cleaning/ Sweeping services to the Institute which include:-
 - a) Guarding & protecting all properties belonging to the Institute as well as those issued by the Institute to the campus dwellers/visitors/guests of the Institute (except which are in personal custody) against theft, pilferage, burglary etc.
 - b) Ensuring Cleaning and Sweeping services of offices, departments, hostels and the whole campus of the institute
- iii) Preventing all sorts of anti-social elements from entering into the Institute.

PART-II

(Section-2)

THE GENERAL TERMS & CONDITIONS FOR PROVIDING Security Guard, Grade 4 Employee, Cleaner/Sweeper ,Gardener(Mali), Cook, Helper(cook) SERVICES AT GOVT. POLYTECHNIC, DHANBAD .

A. SERVICES REQUIRED TO BE PROVIDED UNDER THE CONTRACT.

1. The Contractor shall-

- i) Arrange/recruit specified numbers of well-trained security & cleaning/sweeping personnel, having qualifications/ eligibility criteria as mentioned under general information of section-1 of the tender document. The arranged/recruited **Security Guard, Grade 4 Employee, Cleaner/Sweeper, Gardener(Mali), Cook, Helper(cook)** in requisite number as required by the Govt. Polytechnic, Dhanbad (herein after referred to as “Institute”) shall be deployed in and around the Institute as decided by the Institute.

Locations, where the security personnel are to be deployed include:- entire campus

- ii) Provide round the clock security services & Cleaner/Sweeper on all working days, including all Sundays and all holidays, throughout the period of contract, for guarding, protecting and cleaning of the properties/items etc. in the entire campus of the Institute, which among others, include:- all buildings of the Institute, like offices, classrooms, hostels, staff/faculty quarters and all immovable properties therein, Institute premises, lands, transformers, electrical gadgets, flora and fauna etc. Details of some of the above are given below :-

1. All Complexes and any other property owned by the Institute and the campus of the Institute.

Further, the contractor and /or his representatives must :-

- (i) Prevent anti-social and / or unauthorized persons from entering into the Institute. Also, the contractor shall prevent occurrences of anti-social activities within the Institute campus. The security personnel at the entry points should be able to categorise the legitimate residents/any visitors without causing any embarrassment or discourtesy. The contractor shall maintain visitor registers and preserve the same for verification by the Institute Authority. The details in this regard would be decided by the Institute (and intimated to the contractor) from time to time during the period of the contract.

- i) Ensure that trees, flowers, plants lawns etc. are not damaged either by the campus inmates or by outsiders.
 - ii) Prevent entry of stray animals like cows, buffaloes, goat, pig, etc. into the institute.
 - iii) Extend full help/co-operation in all kinds of disaster management that may break out in the Institute due to fire, natural calamities, mob-violence, strikes, riots, etc.
 - iv) In case any theft or burglary occurs during the period of contract same should be intimated within 1hr. to Institute Authority.
2. The contractor shall (with the concurrence of the Institute Authority) always maintain proper liaison and contact with the Police for providing smooth and peaceful day-to-day security services to the Institute. In case, any disruption of law & order takes place in the campus, at any time, it would be the responsibility of the contractor to contact Institute administration for further necessary action.

The Site In-Charge/Field Supervisor or Shift In-charge of the contractor, stationed in the Institute campus, shall report all such incidents, as early as possible, to the Security Officer/authorized representative of the Institute discuss such matters related to Institute security and take immediate steps as suggested by the Institute.

Lapses, if any, with regard to fulfilling any of the aforesaid responsibilities by the contractor will entail penalty to be imposed by the Institute on to the contractor.

B. COMPENSATION OF LOSSES AND ENTITLEMENT.

3. The contractor shall compensate, in full, the loss sustained by the Institute or its campus inmates on account of any theft, burglary and/or any other kind of intrusion in the campus, for which responsibilities are entrusted to the contractor, as per terms and conditions.
4. The amount of loss to be compensated by the contractor shall be determined by the Principal of the Institute on the basis of or otherwise, on findings of a joint enquiry committee including representative of both the Institute and the Contractor, and the same shall be binding on the contractor.

The matter may be referred to the law enforcement authority at Dhanbad only, if it doesn't get settled for recoveries. If the Institute does not have enough dues of the Contractor with it to recover such amount, legal remedies will be resorted to as per the relevant law, in the courts located at Dhanbad, Jharkhand.

5. The Contractor shall also be fully responsible for any loss of material and/or property of the Institute attributable to the negligence or failure of the security personnel in complying with the procedure. All losses suffered by Institute on this account shall be compensated in full by the Contractor. The decision of the Principal of the Institute in this regard shall be the final and binding on the Contractor.
6. The Contractor shall be liable to be find to the extent of agreed amount, in each case, if any theft occurs in the premises of the Institute, during the period of contract, if that is not covered by the aforesaid clauses.

C. RECRUITMENT AND CONTROL OF SECURITY & CLEANING/SWEEPING PERSONNEL

7. For all intents and purposes, the Contractor will be the “Employer” within the meaning of different labour legislations in respect of the security & Cleaning/Sweeping personnel employed and deployed by him/them. All the personnel deployed by him shall be under the direct control and supervision of the contractor.
8. The security & Cleaning/ Sweeping personnel deployed by the Contractor will be bound to observe all instruction issued by Institute’s Authority concerning general discipline and behaviour.
9. Security personnel must have minimum qualification/ experience, refer Part-I, General Information, should be able to read and write Hindi and comprehend the contents of Institute communication and physically fit & mentally alert. No wages shall be payable in respect of such security staff in case documentary evidence in support of their eligibility is not provided in time by the Contractor. Cleaning/Sweeping personnel must have experience in cleaning & sweeping serviced.
10. Security Guards must be below the age of 45 years. The field supervisor of the Contractor shall be below the age of 50 years.
11. The contractor shall provide a complete list of the security personnel engaged by him in its final form (after the characters and other antecedents of the listed persons are verified by the police and found to be good) along with their addresses, photos and other antecedents for records. A list of such personnel may be given to local Police Station.

12. In case, any of the security and other staff is found to be posted without the prior knowledge/approval of the Institute Authority, Institute Authority shall not be liable to pay for such security and other personnel.

D. BEHAVIOUR OF SECURITY & CLEANING/SWEEPING PERSONNEL

13. Contractor has to ensure good behaviour of his security & Cleaning/Sweeping personnel with the Govt. Polytechnic, Dhanbad establishment and visitors. They shall abstain from taking part in any staff union and association activities.

14. If the services and /or conduct of any of the security, Cleaning/ Sweeping personnel deployed by the contractor is found to be unsatisfactory, even though he is an Ex-Serviceman/ trained person or other, he /she shall have to be withdrawn by the Contractor within 24 hours from the campus.

15. In case the security & Cleaning/Sweeping personnel deployed by the Contractor commit any act of omission or commission constituting misconduct or indiscipline, the contractor will be liable and responsible to take disciplinary action against the personnel/ staff, including suspension, dismissal from service etc. or removal from Institute premises/campus.

E. DUTY HOURS, SITE ALLOTMENT

16. The deployment of security & Cleaning/Sweeping personnel shall be as per details given in Part-I hereto and will be executed by the Contractor (which can be changed at the discretion on the Institute Authority).

17. The Contractor will have to submit weekly duty chart of the security & Cleaning/Sweeping personnel to the Institute Authority prior to commencement of the week. The Contractor will also submit the list of personnel deployed by him.

18. The contractor shall deploy his men as per fixed timing of various duty shifts. However, the same may, in exceptional circumstances be subjected to change at the discretion of the Institute. A single duty shift will have a normal duration of 8 (eight) hours.

19. It is expected that the contractor should replace/transfer 25 % of the total strength of security and other personnel within a period of 6 (six) month on a random basis. This shall be done giving prior intimation to the Institute authority. The full particulars of the replaced security and other personnel shall be supplied to Institute Authority.

F. PERIOD OF CONTRACT, TERMINATION/EXTENSION

20. The duration of the contract shall be for a period of 2 (two) years, except in the event of earlier termination, as per the terms and conditions. The contract shall automatically expire after completion of 2 (two) years, unless extended further. Provisional work order will be issued for three months. On satisfactory services during this period final work order will be issued failing which L-2 bidder will be offered to undertake the job at the same rate as quoted by L-1 bidder.
21. The Institute has the absolute right to terminate the contract at any time before the due date of expiry without assigning any reason, by giving 3 (three) month “notice in advance, to the Contractor, in writing, or, by making equivalent payment thereof. The Institute shall also have the right to extend the contract in writing on the same terms and conditions or with some addition/deletion/ modification for a further period of 1 (one) year, for a shorter period until a new security agency takes over, in the event of Institute resorting to the process of appointing a fresh contractor/ service provider.
22. In the event of the Contractor desiring an earlier termination of the contract, he shall have to give 3 (three) months advance notice to the Institute in writing.
23. In case of termination of this contract/ agreement on its expiry or otherwise, the staff, or personnel engaged and deployed, deputed by the contractor, will not be entitled to and will not claim any absorption in the regular or otherwise services of the Institute. The personnel of the Contractor will not claim and will not be entitled to pay, perks or any other facilities as admissible to the regular/ confirmed employees of the Institute.

During the subsistence of the contract/ agreement and even after the expiry of the Contract/ Agreement, Institute shall have the right to requisition man power from other agency in case the performance of existing agency is not satisfactory during agreement period.

G. PERFORMANCE OF SECURITY & CLEANING/ SWEEPING PERSONNEL AND CRITERIA

24. The performance of security & Cleaning/ Sweeping personnel, under the contract, will be reviewed by the Institute Authority, or, by any other representative, to be named by the Principal of the Institute. Contractor will remain present, personally, or, depute an authorized representative for the same. All decisions taken in the meeting and/or suggestions given by Institute Authority to the Contractor or his

representative, on matters related to Institute Security & Cleaning/ Sweeping, must be implemented by the contractor. Personnel engaged by the agency will be the employee of contractor. In no circumstances such employee can claim any future absorption in Govt. Polytechnic, Dhanbad.

25. Security personnel shall turn out properly with decent haircut, shave, shirt, trousers, boot/shoes, belt, caps, badges, whistles, lathis, khukhris, rain-coats, torches etc. for attending the duties and shall carry the identity card, issued by the contractor and duly endorsed by the authorized officer or the Institute, along with them.
26. The Contractor shall provide ON-DUTY Card, duly signed by the security supervisor and endorsed by the Security Officer (I/C), to every security & Cleaning/ Sweeping personnel, at the beginning of each month. These cards are to be carried by every security & Cleaning/ Sweeping personnel during duty period and will provide opportunity to all the concerned Inspecting officer of the Institute to write comments regarding performance of the concerned security & Cleaning/ Sweeping personnel on it. The contractor shall submit the cards (carrying comments etc. written on them), in the aforesaid review meeting with contractor.
27. In the event of any on-duty security or Cleaning/ Sweeping personnel found absent from the scheduled duty/ post and /or found sleeping, and/ or found not performing the assigned job properly, then penalty would be imposed.
28. The contractor shall ensure that at any time a designated security post is left unmanned, Performing duty in two shifts by the same guard on a day shall not be permitted. However, in an emergent case exception can be made with prior approval of the Institute Authority.
29. The Contractor shall undertake, at his own expenses and up to the satisfaction of the Institute, the task of updating the general as well as special skills of all his security personnel on regular basis, through a procedure followed by the standard security organizations by organizing suitable training programs for them.

H. PAYMENT, LEAVE, STATUTORY OBLIGATIONS

30. The rates payable to the Contractor for **Security Guard, Grade 4 Employee, Cleaner/Sweeper, Gardener(Mali) ,Cook, Helper(cook)** to be deployed viz. Field supervisor, Security Guard, cleaner/Sweeper are to be quoted separately in Financial Bid, given in Part-I (Section -2). No extra amount will be paid by the Institute over and above the amount calculated based on the rates quoted by the

contractor and accepted by the Institute except when revised due to revision of Minimum Wages by GOJ.

31. The Contractor will be paid on monthly basis for his services. Bill shall be raised by the Contractor in accordance with the agreed upon rates on every 1st day of the succeeding month thereafter the payment to the contractor will be released (if found in order in all respects.)
32. The Contractor will ensure payment of wages to his personnel within the period prescribed under Labour Laws for the purpose through respective Bank Account only.
33. The Contractor will follow all statutory requirements as per labour laws prevailing during the contract period and will be wholly responsible for breaking any such law. In all cases, applicable EPF & ESI, will be paid and deposited by the Contractor. EPF, ESI deposit challan of previous month be submitted with the bill of succeeding month. GST deposit challan also be submitted every after THREE month and before release of PGD/Security Deposit.
34. The Contractor will be responsible and liable for the implementation of all statutory provisions in respect of Minimum Wages, Provident Fund, and ESI etc. as and when they become applicable under the Labour Laws in connection with security personnel to be deployed by him. The Contractor shall maintain all the statutory registers under the applicable law.
The Contractor shall produce the same on demand to Institute's authority or any other authority under law.
35. In case the Contractor fails to comply with any statutory obligation under any labour laws, and as a result thereof the Institute is put to any loss or obligation, monetary or otherwise, the Institute will be entitled to get itself reimbursed out of the bills or the security deposit of the Contractor, to the extent of the loss or obligation in monetary terms.
36. No leave of any kind shall be sanctioned by Institute authority of the security and other personnel. The Contractor will have to maintain sufficient number of leave reserves. The Contractor shall be liable to make substitute arrangements, at his own cost, in the case of absence of the security personnel. The Contractor shall deploy security personnel at all the security check posts and other locations as specified by Institute Authority on all days (round the clock) of a year.

I. FACILITIES TO BE PROVIDED TO PERSONNEL BY CONTRACTOR

37. The Contractor shall provide the followings for the security personnel at his own cost:

- i) Minimum 20 numbers rechargeable torches to the security guards on night patrol.
- ii) 04 numbers of search lights.
- iii) Lathi/ Ballam and other implements to the security personnel.
- iv) Stationary for writing duty charts and registers at the security check points and for making entries of the visitors.
- v) Appropriate training to all the security personnel from time to time.
- vi) 07 numbers of mobile phones.
- vii) Equipment of Cleaning & Sweeping.

38. The Institute Authority shall have the right to check whether the contractor has provided the various implements, as stated above, to the security personnel up to the stratification to the Institute Authority. In case of major fault occurring in any other electronic or in any of the transport/communications items, requiring more than 3 (three) days “time to make equipment operational, the agency will provide replacement for them.

J. OTHER RESPONSIBILITIES OF THE CONTRACTOR

39. The Contractor will be bound by the details and documents as furnished by him to the Institute while submitting the tender or at any other time. In case any of the details of such documents furnished by him, are found to be false at any stage. It would be deemed to be a breach of the terms of Contract, making him liable for punitive action.

40. Institute shall not be responsible financially or otherwise for any injury to the security personnel caused in the course of their performing the security duties, or for payment for any compensation.

41. The Contractor shall not be permitted to transfer or sublet or assign his rights and obligations under the contract to any other organization or otherwise.

42. In case of breach of any of the terms of Agreement, the security deposit of the Contractor will be liable to be forfeited by the Institute. In addition, the contract/ agreement will also be liable to be terminated. Any sum of money due or payable by the Institute including the security deposit refundable to him under the contract can be appropriated by the Institute against any amount which the Contractor may owe to Govt. Polytechnic, Dhanbad.

43. Income Tax will be deducted at source (TDS) as per prevailing Income Tax Laws and certificate to this effect shall be provided to the Contractor by the Institute. The responsibility of paying the **GST** as per prevailing rates and as claimed in the bill amount will rest entirely on the Contractor. The Contractor will be required to furnish proof of such deposits to the Institute every month.
44. The successful bidder has to deposit a sum of rupees equal to **2 %** of the estimated cost of two years as a security deposit/ performance guarantee deposit (PGD) by submitting demand draft/ banker's cheque/ pay order/ Bank Guarantee or any other prescribed form under rules. The PGD shall be released in full only when complete handing over of security charge is made to the Institute in the event of completion of the contract or otherwise and if no dues are recoverable from the Contractor. In case the SD/ PGD is in the form of Bank Guarantee then the validity period of the said Bank Guarantee should be 90 days after the expiry of contract period.
45. In case of any difference of opinion or dispute arising between the two parties regarding interpretation or implementation or any of the terms and conditions of the Contract/Agreement, the same shall be referred to the sole arbitration of the Principal of the Institute whose decision shall be final and binding upon both the parties. The Contractor shall seek instructions from Prof.-in-charge (watch and ward) of the institute or any concerned officers of the Institute Authorized for the purpose. The Contractor will be required to sign a written agreement before the initiation of the contract. The agreement once signed shall be deemed to be an agreement between Institute and the Contractor.
46. The Contractor shall, will and truly execute/perform the required services contracted to be performed by him hereunder, to the satisfaction of the Institute.
47. Guards & Cleaner/Sweeper should not be deployed on double duty consecutively except under emergent situation. However, such deployment should not be a regular practice of the contractor.
48. Any compensation for this engagement on account of death, disability of any security guard/ supervisor provided for deployment at the said campus will be the responsibility of the contractor. Even if such disability manifests after termination of the contract, it shall be the exclusive liability of the contractor. Manpower provided is to be covered under proper insurance of industrial accident.
49. The salary of security & Cleaning/Sweeping personnel shall be paid by the agency within first four working days of following month.
50. Bills in duplicate shall be raised by the agency on monthly basis. Payment will be made subject to the receipts of correct bills with relevant complete in all respects. Bill payment will be made on the e-payment mode. The contractor should submit

e-RTGS forms, duly filled in and signed with office seal, every month with the bill where the payment will be remitted.

51. That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to Govt. Polytechnic, Dhanbad and shall comply with the statutory provision of **Contract Labour** (regulation & abolition) Act, 1970, employee state insurance act, workman's compensation act, 1923, payment of wages act, 1936, employees provident fund (and miscellaneous provisions) act, 1952, payment of bonus act, 1965, the minimum wages act, 1948, employers liability act, 1938, employment of children act, 1938 and/or any other rules/ regulation and /or statutes that may be applicable to them and shall further keep the Govt. Polytechnic, Dhanbad indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provision. Contractor's failure to fulfil and of the obligations hereunder and/or under the said acts, rules, regulation and /or any bye-laws or rules framed under or any of these Govt. Polytechnic, Dhanbad shall be entitled to recover any of such losses or expense which it may have suffered or incurred on account of such claims, demands, loss or injury from the contractor's monthly payments.
52. Private Security Regulation Act (**PASARA**) 2005 should be adhered to.
53. That no right, much less a legal right shall vest in Company/Agencies workers to claim/have employment or otherwise seek absorption in the Institution nor the Company/Agencies Workers shall have any right whatsoever to claim the benefits and for emoluments that may be permissible or paid to the employees of the company/agency and this should be solely the responsibility of the company/agency to make it clear to their workers before deputing on work at the Institute.
54. Govt Polytechnic, Dhanbad premises in "NO TOBACCO ZONE". No security staff of the company should be found smoking, eating Paan, GUTKA or INTOXICANTS/DRUGS. Arbitration any disputes arising out of and in relation to this agreement can be by mutual consent referred to arbitration by a sole arbitrator, acceptable to both the parties i.e. the company and the Institute. The arbitration would be conducted and governed by an act under the provision of arbitration act 1996. Any legal dispute will be subjected to Jurisdiction of Dhanbad Court and no other Court shall have the Jurisdiction.
55. Service Provider will install his own Biometric Attendance System for proper attendance. At the end of month attendance to be submitted before concerned office of Govt. Polytechnic, Dhanbad for verification.

Principal (I/C)
Govt. Polytechnic, Dhanbad

I have read, understood and accept all the terms and conditions mentioned in the tender forms and attached Proforma Agreement.

Service Provider

Seal