



**TERMS & CONDITIONS FOR PROVIDING SERVICES OF SECURITY, SWEEPING,
 CLEANING, HORTICULTURE, CIVIL WORKS & MAINTENANCE ETC.**

(Need based as and when required)

1. (a) The payment will be made to the contractor as per bill submitted every month. The employer's contribution of EPF will be paid by the University to the contractor along with monthly, payment. The contractor will have to submit the proof the contribution of employee's and employer's share towards their EPF working at MRSPTU Bathinda, GZSCCET Bathinda and PIT's under MRSPTU, Bathinda situated at various places and should be deposited by the contractor with the Provident Fund Commissioner, within 10 (**ten**) days from the release of the payment by the University along with ECR. The payment of the next month bill will not be released till the submission of proof as required above.
 - (b) All liabilities like /Bonus/Gratuity/any claim etc. as applicable will be borne by the contractor. So, only the service charges (including all liabilities) should be quoted.
 - (c) The Contractor should quote their rates as follows: per person/per day (D.C. rates + Service Charges + EPF+ESI) in a month with maximum of 26 days per person.
2. The contractor will make the payment to the workers strictly as per D.C. rates of Respective Districts prescribed from time to time. Other service benefits as per clause no. 1(b) have to be extended by the contractor himself as per the statutory requirement prescribed by the Govt. from time to time.
3. The contractor shall be liable and solely responsible for the implementation of labor and service laws like compensation under E.S.I. Act. 1972 or any other labor law or statutory liability as amended from time to time.
4. In case of disablement or death of any worker while on duty due to any accident/terrorist action/violence/death or death due to any reason, the contractor will be fully liable to pay necessary benefits/compensation to the concerned as per the rules & regulations and statutory provision. The University will not be responsible or liable in this regard at any stage.
5. The contractor has to make the payment to his staff (even if the University is not able to pay because of any unavoidable reason) as per the statutory requirement latest by 10th of

every month and in case of delay, the Registrar, MRSPTU, Bathinda will be at liberty to fine @ 2% due to delay per day on the total sum of the bill to be paid and will be deducted/adjusted from the same bill.

6. All the workers employed by the contractor shall be physically and medically fit which is to be certified by the Medical Officer of the University. Apart from this, employed workers should be experienced and qualified as specified & requirements of work and will have pre-contract and antecedents verification to the satisfaction of the officer Incharge/Registrar, MRSPTU, Bathinda.
7. Within 15 days of the start of the contract, the bio-data and copies of character/antecedents verification along with recent photographs of all the workers employed by the contractor should be submitted to the office of the Registrar, MRSPTU, Bathinda.
8. The contractor is required to intimate the respective Incharges regarding the workers and changes if any made from time to time.
9. The Registrar, MRSPTU, Bathinda has the right to replace/remove any worker at any time without assigning any reason and his substitute has to be provided by the contractor immediately subject to the fulfillment of other requirements.
10. The Registrar, MRSPTU, Bathinda or his nominee shall be at liberty to check the workers employed by the contractor at any time. In case of any default, a deduction in the payment of the contractor will be made as per the assessment of the checking authority. In extreme circumstances as determined by the Registrar, whose decision will be final and un-assessable, the contract will be cancelled by giving 15 days' notice.
11. The contractor shall be liable for full fidelity of his worker and in case of any pilferage /shortage/ misappropriation of the property or assets which is detected at any time during the period of contract, the value of the property as assessed by the committee, Registrar shall be recovered from the immediate payment due to the contractor. If the amount exceeds deductions from the next bill or under extreme circumstances, the said amount will be deducted from the security deposit and if the recovery still exceeds, he will have to deposit the same within 15 days of serving the notice by the University. In addition to this, the contractor will have to give a undertaking that while on duty if anything pertaining to staff/students/others is stolen by his worker the same will be recovered from the contractor.
12. The contractor will be required to execute an agreement on a stamp paper of Rs. 300/- with the Registrar, MRSPTU which will be arranged by the contractor himself and is to be signed within 10 days of issue of work order else the contract will be allotted to the next party & security amount already deposited will be forfeited.

13. The contractor will have to deposit Rs. 12,50,000/- (Rupees Twelve Lac Fifty Thousand Only) as security in the shape of Bank Draft in favor of Registrar, MRSPTU, Bathinda which will be refunded after the six months of the satisfactory completion of the contract. No interest on this security will be claimed by the contractor at any stage.
14. The monthly bills against which payment has to be paid are supposed to be submitted up to 5th of every month by the contractor and income tax/other taxes as applicable from time to time will be deducted from the bill.
15. Tenders that are not supported by E.P.F Code No. will not be considered in any circumstances.
16. Neither a part of the contract nor any share/interest therein in any manner or decree can be transferred/assigned or sublet directly/indirectly to any person/firm/corporation whatsoever by the contractor.
17. The initial period of contract is two years. Registrar shall have the right to terminate/cancel the contract without assigning any reason at any time after giving the 15 days' notice. The contract may also be renewed for further one year for maximum of two terms or any part thereof subjected to satisfactory fulfillment of terms and conditions of the contract and to be decided by the competent authority on the request of the contractor.
18. The Registrar shall have the right not to refund the security amount in case of any breach of contract. Registrar is also authorized to modify any term and condition before signing the agreement.
19. No worker will work beyond eight hours. If required under extreme/unavoidable circumstances only, the prior permission of the officer Incharge is required to be taken.
20. The workers employed by the contractor will carry out the various operations/jobs required under the contract with full care and techniques so that no machinery/equipment is damaged. Any machinery/equipment, if damaged due to the carelessness will be replaced by the contractor with same specifications and standards at his own cost.
21. Apart from officer Incharge, the Registrar, MRSPTU, Bathinda may appoint a committee to review the performance of work.
22. The contractor will take all steps as required under law in case of any loss or other contingency in consultation with the University.
23. The contractor will ensure that no item is taken out from the University/College without proper gate-pass issued by the University. The entry on this account is to be

made in the register to be kept for this purpose. Also any outsider/visitor visiting the University will be issued gate-pass at the entry point.

24. The contractor shall maintain absolute secrecy with regard to all the matters that comes to his knowledge by virtue of the contract & will inform the authorities immediately in writing.
25. The responsibility for implementing the instructions/guidelines for working on National Holiday and Sunday would be of the contractor.
26. Since the workers will be employees of the contractor, the Registrar, MRSPTU, Bathinda will not have any concern or contact with them either directly or indirectly. All statutory obligations shall be discharged by the contractor.
27. It is clearly understood by both the parties that this agreement is a commercial agreement and not for creating any employment.
28. The workers of the contractor shall have no priority of the contract with the University and there shall be no master-servant relationship between the Registrar, MRSPTU, Bathinda and contractor's worker of any nature what-so-ever.
29. Any dispute, if arisen in operation of this contract agreement, the dispute shall be referred to the arbitrator appointed by the Vice-Chancellor, Maharaja Ranjit Singh Punjab Technical University, Bathinda and decision shall be binding on both the parties.
30. Any contractor declared defaulter by this institution/University or any other organization is not eligible to submit tender & in addition to this, the Registrar, MRSPTU reserves the rights to accept/reject any or all the tenders without assigning any reason.
31. The contractor will ensure that none of the workers employed by him create any hindrance/go on strike, take part in demonstration, processions, raising of slogans & holding gheraos which may affect the functioning of the University in any manner. The Registrar shall have the unfettered right to enforce damages on the contractor for the said disorderly conduct of the contractor's workers. If any workers involved in such cases then he/she should be replaced .The Registrar may even terminate the agreement by giving 15 days' notice.
32. The contractor shall maintain attendance record of workers, which can be checked by any official of the department or nominee of the Registrar.
33. Number of persons can be increased/decreased at any time as per requirement of the University.
34. The contractor shall provide uniform to distinguish all categories of workers (Security, Sweeping, Cleaning, Horticulture, Civil Works etc. who shall wear these uniforms along with identification name plate on the left side of the shirt), whistle, torches, lathis and other material

required on duty and will always carry the identity card issued by the concerned contractor.

35. No position/area should be left unmanned as specified in the tender notice and contractor will submit the complete plan area-wise assigning the duties to his workers as per the requirement.
36. Contractor should setup his office at the university main gate with one supervisor who will assign and supervise daily work (for Security, Sweeping, Cleaning & Horticulture). He will report to the Registrar or his nominee (Incharge) of respective departments.
37. For Security, Horticulture, Sweeping duties the supervisor will prepare monthly (or 15 days) roaster & submit to Registrar or his nominee.
38. The supervisor will be responsible to ensure that all the work/duties assigned are performed without any lapse.

Registrar
MRSPTU, Bathinda