

PROVIDER TERMS AND CONDITIONS FOR SECURITY & HOUSEKEEPING SERVICE

A. GENERAL CONDITIONS

1. The applicant should have minimum three years of experience and adequate manpower for providing security & housekeeping services on contract basis.
2. The selected Contractor will deposit interest free security amount of Rs.1,00,000/- or equivalent to 1 month salary of the staff in the form of a demand draft favouring REGISTRAR, DAV UNIVERSITY, JALANDHAR payable at Jalandhar along with the profile of the firm.
3. The contractor must be registered with EPF, ESI and Service Tax departments and if not registered should register within one month of award of contract.
4. The manpower provided by the contractor shall be deemed to be the employees of the said Contractor. The University shall not be responsible for any of the statutory liabilities or otherwise under any law that may arise concerning service of workers provided by the said Contractor. If any statutory liability regarding employees of contractor is imposed on DAV University by any law in force, the same shall be deducted from the contractor's payment. The contractor will be responsible for compliance with all the laws and regulations pertaining to this work.
5. The contractor will secure the license for wireless communication among security staff including guards. The license will be secured in the name of DAV University, Jalandhar. All expenses related to the license fee and the equipment charges such as walkie- talkie and scanner will be borne by the Contractor.

B. SCOPE OF WORK

1. The University intends to enter into contract for services of a) 40(Forty) personnel as security guards which includes supervisor, gunman, male and female guards, b) 30 Housekeeping staff which includes Male & Female Supervisors and Sweepers, c)10 Beldars including one gardener and d) 8 bus drivers cum peon with conductors (total 16).The University, if necessary, can ask for additional or reduce the number of manpower as and when required on the same rate, terms & conditions and the Contractor has to furnish the requirement.
2. The workers employed preferably should be from army/police/ central service background and well-built with no physical disability. No person above 55 years can be employed. The security staff will be responsible for the safety of assets of the University, security of the University from any sort of danger from men and material, as well as manpower, faculty, staff and students on the campus in general and will curb any unlawful activity on the campus.

3. During the duty hours, the workers so provided shall wear uniform as prescribed and display, at all the times, their name plates issued by their respective employer on the chest. They shall also be issued identity cards by the contractor after proper verification of the antecedents. The cards should be shown on demand by any inspecting officer of the University during the duty hours. A copy of the same will have to be deposited in the office of Registrar for record.
4. The worker deputed for this purpose will not be changed by the contractor without prior approval of the competent authority.
5. The contractor shall be responsible for the security of the DAV University Campus, which includes University Administrative Buildings, Hostels, Library, Academic buildings, parking lots, basements, workshops, labs, grounds, all installations, parked vehicles, etc, and the campus as a whole.

C. SPECIAL CONDITIONS

1. The contractor shall have to provide all the required security, housekeeping staff, gardeners, drivers and conductors with facilities like summer and winter uniforms with accessories etc. The University will reimburse the expenses incurred once in two years for summer uniforms and once in three years for winter uniforms.
2. The contractor has to maintain the required number as demanded by the University in all duty shifts, otherwise if irregularity will be observed, action will be taken as per the procedure laid down by the University.
3. The University shall not provide to the said contractor or its workers, any sort of transportation and the same shall have to be arranged by the Contractor..
4. The workers supplied by the contractor shall obey all the instructions/orders etc. given to them from time to time during the course of duty by the concerned officer of the University.
5. During the duty hours if any worker of the contractor falls sick or meets with an accident or meets with a fatal incident, the expenditure on the treatment will be borne by the contractor.
6. The University shall not be liable for any unlawful or illegal action committed by the workers on service engaged by the contractor.
7. Under no circumstances, the employees of the contractor shall be treated as the employee of the University nor will the contractors' employees have any claim of the employment in the University in future.
8. If situation demands, the security staff should be rotated/ replaced on the direction from the competent authority of the University.

9. The contractor will not make any change in the duties without the written approval from the competent authority of the University.

D. BILLS AND PAYMENTS

1. The unit rate quoted by the contractor must be in accordance to the Minimum Wages prescribed by Punjab Govt.
2. The rate quoted by the contractor shall be for an 8 -hour shift duty for 1 shift a day for all days in a month as per the shift timings prescribed by University. No person of the contractor will work for two shifts continuously under normal circumstances without the consent of any competent authority of the University.
3. The University shall be liable to pay only contractual amount agreed with contractor, for hiring the manpower from time to time, by way of monthly bill raised by the said Contractor.
4. The University shall not be responsible for payment of salary to the workers individually. In the event of breach of any labour Laws or civil laws, it shall be responsibility of the Contractor to face any legal consequences thereof.
5. The contractor will have to submit proof of payment of Service tax, EPF and ESI with the bill to claim the same from the University.

E. PENALTIES AND DEFAULT

1. If any violation of terms & conditions or gross negligence or theft/burglary or misconduct or any staff found under the effect of illicit liquor is observed in the working of the Contractor through the deputed staff the following procedure will be followed in imposing the penalty on the Contractor:
 - a. In the case of first instance of observed violation of terms & conditions or gross negligence or theft/burglary or misconduct or any staff found under the effect of illicit liquor, warning letter will be issued, if there will be any monetary loss to the University the same amount will be recovered from the Contractor.
 - b. In the case second instance of violation of terms & conditions or gross negligence or theft/burglary or misconduct or any staff found under the effect of illicit liquor, the

University will impose fine of Rs.2000/- and in addition to this University will recover double the amount of loss suffered.

c. In case third instance of violation of terms & conditions or gross negligence or theft/burglary or misconduct or any staff found under the effect of illicit liquor, the University will impose fine of Rs.5000/- and in addition to this University will recover double the amount of loss suffered.

2. If after the above mentioned three instances University observes further any violation of terms & conditions or gross negligence or misconduct the in that case, the University shall have right to terminate the contract and recover the amount of loss with the immediate effect without giving any notice to the said Contractor and the security amount will be forfeited. The Contractor shall not have any right to claim damages or otherwise whatsoever.

F. DISPUTE SETTLEMENT

In the event of the any dispute with regard to any of the term(s) and/or conditions of this agreement, the same shall be referred to the Vice-Chancellor as sole arbitrator and his/her decision thereon shall be final and binding on both the parties.

Sd/-

Registrar