



**GOVERNMENT POLYTECHNIC FOR WOMEN EDUCATION SOCIETY
MORNI, DISTT. PANCHKULA**

gpwmorni@gmail.com; www.mornigpw.org ; Contact No. 01733- 250096(O)

CAMPUS SECURITY PLAN OF GOVT. POLYTECHNIC FOR WOMEN EDUCATION SOCIETY MORNI (PANCHKULA)

The campus security plan of the society are being governed as under

1. The Campus security services are being outsourced through a Service Agreement signed between Service Provider and the society after seeking the approval of the competent authority of the society.
2. The agreement contents are as per sample agreement attached as Annexure 'A' with the Outsourced Policy dated 16-2-2009 issued by Chief Secretary Haryana.
3. The highlights of the service agreement signed are as under

A. SERVICE PROVIDERS WARRANTIES:

The service provider hereby represents warrants and confirms that the Service Provider:

- a) has full capacity, power and authority to enter into the agreement and during the continuance of this agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and shall continue to take all necessary approval/consents in all applicable jurisdictions to authorize the execution, delivery and performance of this agreement:
- b) has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capacity to perform its obligations in accordance with the terms of this agreement and to satisfaction of the Institute:
- c) shall, on the execution of this agreement and providing services to the Institute, not violate, breach and contravene any conditions of any agreement entered with any third party/ies:
- d) has complied with the obtained necessary permissions/licenses/authorizations under the Central, State and local authorities all required permissions/licenses for carrying out its obligations under this agreement.

B. OBLIGATIONS OF THE SERVICE PROVIDER:

- a) The Service Provider shall operate and provide security services to the society campus for 24 hours on all 7 days a week.
- b) The regularity of the performance of the service will be the essence of this agreement and shall form a central factor of this agreement. The Service Provider shall take all possible steps to ensure to maintain its performance as determined by the Institute from time to time.

- c) The assessment made by the Service Provider in the tender including number of personnel of various descriptions as required to provide/give the required quality of services shall be final and acceptable by and binding upon the Service Provider.
- d) If the Institute notices that the personnel of the Service Provider has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Service Provider who will take corrective steps immediately to avoid recurrence of such incidents and reports to the Institute.
- e) If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/irregular activity, misconduct, the Service Provider shall take appropriate action against the erring personal and intimate accordingly to the Institute or itself can take action in accordance with law.
- f) The Service Provider shall furnish a personal guarantee of its Managing Director/Partner, guaranteeing the due performance by the Service Provider of its obligations under this agreement.

C. GENERAL CONDITIONS for SECURITY SERVICES:

- a) That on taking over the responsibility of providing security arrangements services agreed upon, the Contractor shall formulate the mechanism and duty assignment of Security Personnel/ and other personal in consultation with Officer In-charge Outsourcing of the institute or his nominee. The contractor shall review the outsourcing services arrangement from time to time and advise the Officer In-charge Outsourcing of the institute for further streamlining the systems. The contractor shall further be bound by and carry out the Officer In-charge Outsourcing or the officer designated by the Officer In-charge Outsourcing in this respect from time to time.
- b) That in case any of the persons so deployed by the contractor does not come up to the mark or does not perform his duties properly or indulges in any unlawful, riotous or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the Officer In-charge Outsourcing or the Officer nominated by him in this respect. Further, the contractor shall immediately replace the person so deployed on the demand of the Officer In-charge, Outsourcing, in case of any of the aforesaid acts on the part of the said person.
- c) That the requirement of Security services and other outsourcing services is subject to change. The Officer In-charge, Outsourcing shall be under no obligation to hire a particular number of manpower.
- d) That the security posts in institute shall not be guarded by any other substitute security guard, who has already performed eight hours duty for the day.
- e) That the contractor shall submit every month the proof of having deposited the amount of contribution claimed by him on account of ESI, EPF and other deductions towards the persons deployed at institute in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution shall be withheld till submission of required documents.

- f) **That the contractor shall particularly abide by the provisions of Minimum Wages Act, 1948.**
- g) That the uniforms supplied by the contractor at his own cost to the persons deployed for this work shall include
 - a. For security personal: army cut, ankles, ankle boots, web belt (with baton strap), baton beret with ceremonial heckles, whistles, and loaded torches. etc.
 - b. The seasonal equipment such as Jerseys, gray coats in winters and raincoats in monsoon shall also be provided by the contractor at his cost and the institute shall have no liability whatsoever on this account. The uniform shall be approved by the Officer In-charge, Outsourcing.
- h) The contractor shall take all reasonable precautions to prevent any unlawful riotous or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of GPWESM.
- i) That the contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave, for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation Abolition) Act, 1970 as amended from time to time or furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Officer In-charge, Outsourcing a sum as may be claimed by GPW Morni Hill.
- j) Monthly payment in respect of the outsourced employee should be released on or before 7th day of each month
- k) Mode of payment to outsourced employee should be through Bank / Account Payee Cheque
- l) Proper uniform must be provided to each of the outsourced employee, at least 2 sets of uniform in a year. Cap shall also be provided to Security Guards. The amount on account of uniform shall be deducted from the salary on installment basis by the outsourcing agency not more than Rs. 100 per month.
- m) I-Cards must be provided by the agency to each of its employees deputed in the institute
- n) Service Provider will maintain a register at gate where all the entry and exit into the polytechnic should be properly recorded
- o) Service provider will ensure 3 shift security with proper duty chart at gate. It should maintain record of vehicles coming and moving out in the institution during the duty hours and also after the normal duty hours
- p) That all the security staff provided by Contractor will be employees of them & in no case they will claim any benefit from the Government i.e. regularization of service etc.
- q) That in case any provided security staff feels ill or goes on leave for any reason, the contractor will provide alternate staff with immediate effect.
- r) The security deposit will be refunded to the Contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.

- s) That the Officer In-charge Outsourcing or any other person authorized by the Officer In-charge Outsourcing shall be at liberty to carry out surprise check on the persons so deployed by the contractor in order to ensure that persons deployed by him are doing their duties.
- t) That for the purpose of security services, the contractor shall provide security and keep watch and ward of the land, buildings and properties located at GPW Morni
- u) That for performing security duties as mentioned above, the contractor shall deploy persons round the clock in eight hours shifts only. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty. The Contractor shall engage medically and physically fit persons preferably below the age of 50 years for security duties. Persons so engaged shall be preferably from amongst the ex-servicemen/retired personnel of good conduct from paramilitary forces.
- v) That the contractor shall submit details of the names, parentage, residential address, age, etc. of the persons deployed by him in the premises of the institute for the purpose of proper identification of the employees of the contractor deployed at various points. He shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.
- w) That the contractor shall ensure that the persons so deployed do not allow any property of the institute to be taken out of the premises without a valid Gate Pass signed by the designated officials of the institute. As a safeguard, the specimen signatures of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the contractor.
- x) It is understood between the parties hereto that the service provider alone shall have the right to take disciplinary action against any person(s) to raise any dispute and / or claim whatsoever against the Institute. Institute shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged / employed by the service provider for any purpose, whatsoever nor would Institute be liable for any claim(s) whatsoever, if any such person(s).
- y) That it is expressly understood and agreed between the parties to this agreement that the persons deployed by the contractor for the services mentioned above shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor and in no case, shall a relationship of employer and employee between the said persons and the GPWESM shall accrue/arise implicitly or explicitly.
- z) The Institute shall own no responsibility for any legal or otherwise dispute between the employee and the agency/contractor.
- aa) The contractor shall take all reasonable precautions to prevent any unlawful riotous or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of GPWESM.
- bb) The contractor would be complying with all the provision of various Labour & other statutory laws enacted by State/ GOI from time to time like payment of Minimum Wage Act, Industrial Dispute Act etc and for any breach on this account, the contractor will be solely responsible.

- cc) Institute shall not be liable for any obligations/responsibilities, contractual legal or otherwise, towards, the Service Provider employees/agents directly and/or indirectly, in any manner whatsoever.
- dd) The Service Provider shall forthwith upon being required by the Institute, allow Institute of any of its authorities representatives to inspect, audit or take copies of any records maintained by the Service Provider. The Service Provider shall also cooperate in good faith with the Institute to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the Institute. However, upon discovery of any discrepancies or under payment the Service Provider shall immediately reimburse the Institute for such discrepancies or overcharge.
- ee) That the contractor shall keep the GPWESM indemnified against all claims whoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case GPWESM is made party and is supposed to contest the case, the GPW Morni will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to GPWESM on demand. Further, the contractor will ensure that no financial or any other liability comes on GPWESM in this respect of any nature whatsoever and shall keep GPWESM indemnified in this respect.
- ff) The contractor shall further keep the GPWESM indemnified against any loss to the GPWESM property and assets. The GPWESM shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.
- gg) The contractor shall report promptly to the Officer Incharge, Outsourcing / designated officer of the institute any theft or pilferage that takes place or where any attempt is made to that effect; and loss, if any. It shall be the sole responsibility of the contractor to ensure security and safety of all the property and assets (moveable and immovable) of the institute and if there is any loss to the GPWESM, on account of dishonesty, and/or due to any lapse on the part of the contractor or his worker, the contractor shall make good on demand the loss to the institute.
- hh) That in case of death of contractor staff or any injury to his person due to accident or otherwise. The institute shall not be responsible / liable for any compensation and the sole responsibility of the contractor.
- ii) That the contractor shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to institute and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923, Payment of Wages Act, 1936. The Employees Provident Fund (and miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965, The Minimum Wages Act, 1948, Employer' Liability Act, 1938, Employment of Children Act, 1938 and/or any other Rules/Regulations and/or statues that may be applicable to them and shall further keep the GPWESM 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.

- jj) The Service Provider shall at all times indemnify and keep indemnified the institute 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 or personal during the hours of the providing services at the institute's premises or before and after that.
- kk) That, if any time, during the operation of this agreement or thereafter the institute is made liable in any manner whatsoever by any order, directions or otherwise of any court authority or tribunal to pay any amounts whatsoever in respect of or to any of the present or ex-personal of the Service Provider or to any third party in any event not restricted but including as mentioned in sub clauses (a) to (h) hereinabove, the Service Provider shall immediately pay to the institute all such amounts and cost and in all such cases/ events the decisions of the institute shall be final and binding upon the Service Provider. The institute shall be entitled to deduct any such amount as aforesaid, from the security deposits and / or from any pending bills of the Service Provider.
- ll) In the event of the failure of the Service Provider to provide the service or part thereof as mentioned in this agreement for any reason whatsoever, the institute shall be entitled to procure services from other sources and the Service Provider shall be liable to apy forthwith to the institute the difference of payments made to the other sources, besides damage to double the rate of payment
- mm) That the contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at their risk and cost.
- nn) That if the contractor violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of the officer authorized by the Officer Incharge, Outsourcing, a first time penalty leading to a deduction upto a maximum of 10% of the total amount of bill for a particular month will be imposed.
- oo) The security money shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage, if any, sustained by the GPWESM on account of failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.
- pp) The Service Provider shall not claim any damages, costs, liabilities arising out of the performance, non-performance of services, which it may suffer or otherwise incur by reason of ant act/omission, negligence, default or error in judgment on part of itself and or/. Its personal in rendering of non-rendering the services under this agreement.
- qq) This agreement shall be deemed to have been mode/executed at GPW Morni for all purpose in the event of any dispute related to the interpretation or rights or liabilities arising out of this agreement, the same shall, at first instance, be amicably settled between the parties.
- rr) If any dispute is not settled amicably, the same shall be referred to the sole arbitrator to be appointed by the Institute. In the event of such arbitrator to whom the matter is originally referred is being transferred on vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, the Principal of the

institute shall appoint another person to act as arbitrator in place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The award given by the arbitrator shall be final and binding on the parties. The venue of arbitrator shall be GPW Morni.

- a. The expression Principal of the institute shall mean and include an acting officiating Principal.
 - b. The Arbitrator may give interim award(s) and/or directions, as may be required.
 - c. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause
- ss)** Panchkula shall have the exclusive jurisdiction to try any dispute with respect to this agreement.

-Signed-
(Sudhir Rana)
Principal & Member Secretary
Govt. Polytechnic for Women Education
Society Morni Distt. Panchkula