

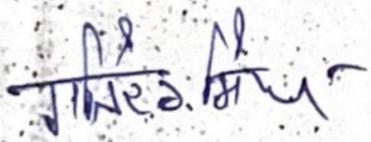
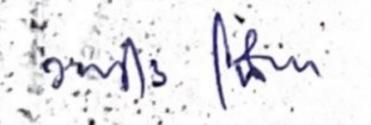
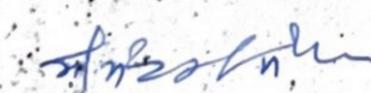
ਦਫਤਰ : ਪਿੰਸੀਪਲ, ਸਰਕਾਰੀ ਕਾਲਜ, ਸ੍ਰੀ ਮੁਕਤਸਰ ਸਾਹਿਬ।

ਪੱਤਰ ਨੰ: 7068

ਮਿਤੀ 23/12/2025

ਸਕਿਊਰਟੀ ਗਾਰਡਾਂ/ਮਾਲੀ/ਸਫਾਈ ਸੇਵਕ/ਪੀਅਨ/ਲੈਬ ਡਿਮੋਨਸਟਰੇਟਰ ਆਦਿ ਦੀਆਂ ਡਾਇਨਾਤੀ ਲਈ ਆਊਟਸੋਰਸਿੰਗ ਏਜੰਸੀਆਂ ਤੋਂ ਕੁਟੇਸ਼ਨਾਂ ਦੀ ਮੰਗ ਕਰਨ ਸਬੰਧੀ।

ਸਰਕਾਰੀ ਕਾਲਜ ਸ੍ਰੀ ਮੁਕਤਸਰ ਸਾਹਿਬ ਵਿਖੇ ਸਾਲ 2026 ਲਈ ਆਊਟਸੋਰਸਿੰਗ ਰਾਹੀਂ ਸਕਿਊਰਟੀ ਗਾਰਡਾਂ/ਮਾਲੀ/ਸਫਾਈ ਸੇਵਕ/ਪੀਅਨ/ਲੈਬ ਡਿਮੋਨਸਟਰੇਟਰ ਆਦਿ ਦਾ ਕੰਮ ਠੇਕੇ ਤੇ ਦੇਣ ਦੀ ਤਜਵੀਜ਼ ਹੈ। ਇਸ ਸਬੰਧੀ ਸੁਰਤਾ ਅਤੇ ਹੋਰ ਜਾਣਕਾਰੀ ਕਾਲਜ ਦੀ ਵੈਬਸਾਈਟ [www.gcmuktsar.com](http://www.gcmuktsar.com) ਤੇ ਉਪਲੱਬਧ ਹਨ। ਕੁਟੇਸ਼ਨਾਂ ਭੇਜਣ ਦੇ ਚਾਹਵਾਨ ਸੀਲ ਬੰਦ ਲਿਫਾਫੇ ਵਿੱਚ ਮਿਤੀ 29-12-2025 ਤੱਕ ਆਪਣੀ ਕੁਟੇਸ਼ਨ ਨਿਮਨਹਸਤਾਖਰੀ ਦੇ ਦਫਤਰ ਵਿਖੇ ਪਹੁੰਚ ਜਾਣੀਆਂ ਚਾਹੀਦੀਆਂ ਹਨ। ਆਖਰੀ ਮਿਤੀ ਤੋਂ ਬਾਅਦ ਪ੍ਰਾਪਤ ਹੋਣ ਵਾਲੀ ਕੁਟੇਸ਼ਨ ਤੇ ਵਿਚਾਰ ਨਹੀਂ ਕੀਤਾ ਜਾਵੇਗਾ।

ਜਯੋਤਸਨਾ  
ਪਿੰਸੀਪਲ  
ਸਰਕਾਰੀ ਕਾਲਜ  
ਸ੍ਰੀ ਮੁਕਤਸਰ ਸਾਹਿਬ।



# TERMS AND CONDITIONS

1.

(i) The Contractor should be registered and a valid licence holder. The Contractor shall give the particulars such as name, address and photographs, etc. of each of the personnel constituting the staff. The Contractor shall recruit the Staff at the premises only after checking their background and police verification. The contractor shall reasonably ensure that none of the Staff has been involved in illegal or criminal activities.

(ii) To ensure that the Staff reports to the Premises at the scheduled time and continues to be in duty during the scheduled shift/duty hours. In case, any personnel of the Staff does not report to duty at the scheduled time on any particular day, the Contractor shall arrange for a substitute for such absent personnel of the Staff immediately at no extra charges.

(iii) To give safety instructions to the personnel and take steps that such instructions are followed.

(iv) To maintain such registers and books and forms as are considered necessary for the due performance of the duties as mentioned herein.

## 2. Date and Period of Operations.

This Agreement shall be deemed effective from 01-01-2025 for a period of one Academic Year. COLLEGE AUTHORITIES may renew this Agreement on such terms and conditions as are mutually agreed by the Parties.

## 3. Responsibility To Maintain Standards.

The Contractor shall maintain proper and adequate hygienic standards of cleaning and maintenance. The Contractor shall not appoint any sub-contractors and shall not transfer or assign any work to a third party without an express written consent from COLLEGE AUTHORITIES.

The Staff of the Contractor shall sign code of conduct.

## 4. Contractor's Responsibility Regarding the Staff Stationed by It At The Premises.

(i) In order to ensure health and hygiene, the contractor Shall ensure that the staff is physically fit and free from any disease, injury or illness, contagious or otherwise.

(ii) The Contractor shall, in a timely manner, pay the staff stationed at the Premises according to the rates of wages prevailing in the market or as fixed by the Government from time to time, in respect of the house keeping work carried out by such Staff at the Premises.

(iv) The Contractor shall at all time ensure that its Staff observes good conduct, appropriate behavior and good discipline. The Contractor shall ensure that its Staff is attired in clean uniforms and COLLEGE AUTHORITIES may for the sake of security at the premises may approve neat uniforms bearing some identity of the Contractor. The Contractor shall ensure that the staff employed by them are prior to engagement, medically examined and declared fit for employment.

(V) The payment of wages and all other benefits by way of leave, provident fund, holidays, ESI contribution and any other statutory payments to the Staff of the shall be the sole and exclusive responsibility of the Contractor without recourse to COLLEGE AUTHORITIES. In this regard, the Contractor shall indemnify and hold harmless COLLEGE AUTHORITIES its trustees, employees, representatives etc. from and against any and all claims, liabilities, charges, actions, proceedings, costs, expenses (including legal costs and expenses) etc. raised or initiated against by any third party or Staff.

(vi) The Contractor shall every month provide to COLLEGE AUTHORITIES all such receipts of payments made to the Staff so as to ensure that the Contractor is in compliance with regulations, guidelines etc. laid down by the legislation or judiciary from time to time. If the Contractor fails to provide such receipts to COLLEGE AUTHORITIES as mentioned herein, the COLLEGE AUTHORITIES shall be entitled to withhold its payments due and payable hereunder.

(vii) COLLEGE AUTHORITIES shall in no way be responsible/liable to pay any compensation for any loss, damage, accident or injury caused to the Contractor or any person of the staff during the performance of this Agreement.

(viii) The Staff of the Contractor and any other persons engaged by the Contractor shall always be considered to be the employees of the Contractor and such persons shall not be entitled to claim any employment from COLLEGE AUTHORITIES, any disputes between the contractor and its employees/ personnel shall have no bearing on COLLEGE AUTHORITIES and COLLEGE AUTHORITIES shall not liable for the same.

(ix) The employees so employed by the Contractor for carrying out the house keeping work shall be the employees of the Contractor and not or COLLEGE AUTHORITIES. The Contractor shall also be responsible for all acts of commission and omission of its employees. In such a case, the remuneration to the Contractor shall be done after making the necessary adjustments towards such acts of commission and omission done by the employees/ staff of the Contractor.

(x) The Contractor shall at its own cost and expense obtain all the necessary permits licenses as applicable under the law for rendering of such services as mentioned herein.

(xi) The Contractor shall maintain all relevant records and registers and fulfill all statutory requirements under the Contract Labour (Regulation and Abolition) Act, Employees Provident Fund Act, Employees State Insurance Act, Payment of Wages Act, Minimum Wages Act, and all other applicable acts, and shall further comply with the statutory provisions thereof by filling returns and necessary forms under the respective legislations. The details of the same shall be furnished to the COLLEGE AUTHORITIES as and when demanded. The contractor should submit the entire statutory requirement such as provident fund, ESIC challan and consumables details, and etc along with invoice failing which COLLEGE AUTHORITIES shall be entitled to withhold the payments due and outstanding to the Contractor under this Agreement.

(xii) The Contractor has to provide a replacement for their Staff in case any of the personnel of the Staff are on official leave or are absent for any reason whatsoever. The Contractor shall not charge any extra money for such replacement.

## **5. Security Measures.**

The Contractor shall follow all the security measures from time to time in respect of Staff, material or otherwise required for their working and shall ensure that the Staff follows and complies with the security measures being implemented at the Premises. The Staff shall be allowed to enter and exit the Premises subject to physical frisking by security personnel at both the time.

## **6. Security Arrangement.**

COLLEGE AUTHORITIES shall arrange for checking upon the compliance by the Contractor or Contractor's staff at its discretion.

### 7. Remuneration

The Contractor shall be solely responsible for the payment of all taxes, duties, levies, penalties, charges, by whatever name called, as may become due and payable under the local, state, central and any other prevailing laws, rules and regulations as may be in force. The amount payable by COLLEGE AUTHORITIES under this arrangement shall be inclusive of all taxes, duties etc. as may be prevailing at any given point in time and under no circumstances COLLEGE AUTHORITIES be called upon to pay any taxes, duties etc. separately.

COLLEGE AUTHORITIES shall not be liable or responsible for collection and/ or payment of any such taxes, duties, fines, penalties, etc. by whatever name called, that are due and payable by contractor under any prevailing and future laws, rules, and regulations as may be in force at any given point in time.

COLLEGE AUTHORITIES shall be entitled to deduct tax at source at the prevailing rates as applicable to this arrangement under the applicable provisions of tax laws.

The Contractor states and certifies that it's Permanent Account Number (PAN)..... under the Income tax Act, 1961 and Service Tax number.....

Until proved otherwise, COLLEGE AUTHORITIES shall deduct from the amounts payable to the Contractor any loss of amount on thefts, fraud, forgery or any other act happening in the premises of COLLEGE AUTHORITIES any penalties levied by any authorities due to any negligence or default of any housekeeping personnel.

8. Security agency shall accede to the reasonable requests of the college which may be made in the interest of proper and effective security arrangements, which will broadly include the following :-
- (a) To provide security at a specified place.
  - (b) To provide internal security, security to staff, offices, students and **check entry of the outsiders** and check pilferage of material.
  - (c) To check the identity cards of the students and assist the college authorities in the maintenance of discipline.
  - (d) To provide night and day time patrolling in the entire areas of the complex.
  - (e) Any other additional services to be provided or its deletion will be mutually decided upon.

### 9. Indemnification.

- (i) The Contractor shall provide all amenities required to be provided to the Staff under the prevailing labour laws or rules framed there under or any other Act or law and will indemnify and keep indemnified COLLEGE AUTHORITIES against any loss that may be suffered or incurred by COLLEGE AUTHORITIES on account of the default and or breach by the contractor.
- (ii) If any personnel of the Staff employed by the Contractor causes any damage and/or loss to the Premises or furniture or fixture or any fittings of COLLEGE AUTHORITIES or to any article, thing connected therewith due to negligence or willful default, then in such an event the Contractor shall be liable to make good the

loss suffered by COLLEGE AUTHORITIES due to such willful default or negligence on the part of the employees of the Contractor.

(iii) The Contractor shall indemnify and shall keep indemnified COLLEGE AUTHORITIES against any actions, awards, proceedings, claims, and demands, that may have to incur due to any claims made by the Staff or any other employees of the contractor or due to any act of negligence, default made by the Contractor or its Staff/employees during the period of this arrangement. The Contractor shall maintain high standard of services, and shall be responsible for complying with all necessary statutory provisions. Any lapse or non-compliance of such provision shall be the sole responsibility of the Contractor and he shall be liable to indemnify COLLEGE AUTHORITIES against all damages, costs and expenses, which COLLEGE AUTHORITIES may have to incur damages or due such lapse or non-compliance. The Contractor shall also be liable to pay a penalty of Rs. 5,000/- (Rupees five Thousand) for every such non-compliance or lapse of present and all future laws that may come into force from time to time.

## **9. Review of Performance.**

COLLEGE AUTHORITIES shall be entitled to regularly review the performance of the Contractor and the Staff from time to time and shall be entitled to suggest changes, modifications and or improvements required in the working of the Contractor and/ or its employees/ Staff. The Contractor shall use all possible reasonable endeavors to ensure that the suggestions, modifications and/ or improvements made by COLLEGE AUTHORITIES are followed by the Contractor and his employees.

COLLEGE AUTHORITIES shall in its discretion inform the Contractor to replace any of its employees/ staff if the COLLEGE AUTHORITIES finds that the performance and the work of such an employee of the Contractor is not proper and suitable to the work environment of the COLLEGE AUTHORITIES and the Contractor shall be required to replace such employee forthwith without raising any demur and /or protest.

## **10. Failure To Perform.**

If the Contractor and or its employee fails on any given day to perform the house keeping functions required to be performed by them under this arrangement, then in such an event the Contractor shall be liable to compensate the COLLEGE AUTHORITIES for any loss caused to the COLLEGE AUTHORITIES due to the absence of the Contractor and or employees from work.

## **11. General**

(I) No increase in the payments to the Contractor shall be considered during the period of the arrangement.

(ii) The Personnel of the Staff employed by the Contractor shall directly report to the person appointed by the COLLEGE AUTHORITIES for the same.

(iii) The Contractor shall take all necessary precautions so that no injury or harm is caused to workers. While discharging the duties the Staff members of the contractor shall take safety precaution in order to protect themselves and hazardous situation to their life and to other people or property of COLLEGE AUTHORITIES. Such precaution may include helmets, safety belts and hand gloves, etc. When working at any height above ground level, necessary safety precautions such as providing helmets, safety belts shall be the responsibility of the Contractor. The Contractor shall obtain the previous consent from COLLEGE AUTHORITIES before employing personnel for working above ground level,

(iv) The contractor shall obtain a separate consent for engaging the personnel on a holiday.

## **12. Termination.**

(i) This Arrangement can be terminated by COLLEGE AUTHORITIES if the Contractor fails to perform one or more material obligations under the Arrangement. A breach committed by the Contractor of any material representation, warranty, covenant or condition under this Arrangement; or a filing by some other party against the contractor of any legal proceedings under bankruptcy or insolvency laws.

(ii) Either party shall be entitled to terminate this arrangement without cause by giving the other party 30 days prior written notice.

(iii) Upon the termination of this Arrangement, the Contractor along with his employees/ staff shall immediately leave the Premises of the COLLEGE AUTHORITIES and shall ensure that no harm or loss is caused to the COLLEGE AUTHORITIES or its property. COLLEGE AUTHORITIES shall be entitled to recover the amount of losses caused to it due to the aforesaid acts of the Contractor and/or its damages caused to it due to the termination of this Agreement in the event of the happening of any of the eventualities mentioned in paragraph.

## **13. Confidentiality.**

The Contractor will endeavor that its staff shall not at any time, without the consent of COLLEGE AUTHORITIES in writing, divulge or make known any trust, accounts, matters or transaction undertaken or handled by COLLEGE AUTHORITIES and shall not disclose to any person information relating to affairs of COLLEGE AUTHORITIES.

## **14. Compliance With Laws**

The Contractor represents and confirms that it has complied with and shall at all times comply with all the laws, rules, authorizations issued/prescribed by the Central/ State Governments or Local authorities and has obtained the requisite permission/license for performing its obligations under this Agreement.

## **15. Arbitration**

All disputes and differences arising between the parties out of or in relation to the Agreement shall be endeavored to be resolved through mutual discussions and failing that through arbitration by way of appointment of a sole arbitrator to be appointed by COLLEGE AUTHORITIES, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Bathinda and the language of such proceedings shall be English.

## **16. Governing law**

This Agreement shall be considered an Agreement made in Bathinda, India and shall be governed by and construed in accordance with the laws of India and the Courts in Bathinda shall have exclusive jurisdiction.

## **17. Assignment**

The Contractor may not assign or subcontract any work to be performed hereunder without the express prior written consent of the COLLEGE AUTHORITIES. In the event of an assignment, the assigning party shall remain primarily liable for the performance and obligations of the assignee.

## **18. Notices**

All notices, consents and demands hereunder shall be in writing and shall be personally delivered or sent by registered mail, return requested, addressed to the other party at its address set forth in this Agreement, or to such other address as may be intimated by either party and shall be deemed given upon receipt.

## **19. Complete Agreement**

This Agreement supersedes all prior oral or written agreements and understandings between the parties, and constitutes the entire agreement between the parties, and cannot be changed unless mutually agreed upon in writing by both parties.

## **20. Insurance**

(a) The Contractor may maintain, at its sole expense, the following insurance coverage with limits not less than those considered to be adequate:

(i) Fidelity Insurance protecting against employee dishonesty, theft, robbery, forgery, altered documents, and /or any other dishonest acts on the part of COLLEGE AUTHORITIES's employees or representatives or fraudulent inputs relating to COLLEGE AUTHORITIES computer system;

(ii) Workers Compensation Insurance covering all COLLEGE AUTHORITIES employees and representatives.

(iii) Professional Liability Insurance (Errors and Omissions) covering losses resulting from operating errors, omissions, negligence and misrepresentation and breach of contract under this Agreement.

(b) COLLEGE AUTHORITIES shall have no liability whatsoever for any injury/accident to COLLEGE AUTHORITIES's Staff employees or representatives suffered while on premises or anywhere else and including, without limitation of liability for any damages suffered which results from the malfunction of any equipment.