

भारतीय गैर न्यायिक

पचास
रुपये

रु.50



FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

MOU BETWEEN DR.B.C.ROY ENGINEERING COLLEGE [SOCIETY] AND M/S SECRET EYE SECURITY SERVICES, DURGAPUR (HEREINAFTER REFERRED TO AS CONTRACTOR) EFFECTIVE 01 AUGUST 2019.

M 142925

The First Party to this Agreement is Sri Tarun Bhattacharya, General Secretary, Dr. B. C. Roy Engineering College, Durgapur - a Society registered under The Societies' Registration Act XXVI of 1961 and bearing Registration Number S/93521 of 1998- 99 and having its Registered Office at "Management House", Dr. B. C. Roy Engineering College, Jemua Road, Fuljhore, Durgapur - 713 206, and hereinafter referred to as THE COLLEGE which includes 1) Dr. B. C. Roy Engineering College, 2) Dr. B. C. Roy Engineering College Academy of Professional Courses, Jemua Road, Fuljhore, Durgapur - 713 206 3) Dr. B. C. Roy College of Pharmacy and Allied Health Sciences and 4) Dr. B. C. Roy Polytechnic, Dr. Meghnad Saha Sarani, BidhanNagar, Durgapur - 713 206.

The Second Party to this Agreement is " M/S SECRET EYE SECURITY SERVICES" , owned by a Partnership Firm registered under the Indian Partnership Act, 1932 (Act IX of 1932), bearing registration No. 166874 and having its registered office at G.T.Road, Faridpur, P.O. Durgapur , PIN 713 213, in the District of Burdwan - West in the State of West Bengal, and represented by its Partners - Sri Lakshminarayan Mondal and Sri Tarun Kumar Pathak (hereinafter referred to as THE LABOUR CONTRACTOR) on the second part....."

"Whereas, the First party is desirous of outsourcing Security Services for the four Colleges here-to- before named including Precincts, Perimeters and premises , and all installations , buildings . laboratories and Student Hall of Residences in the College located within the Colleges named"

"And whereas, the Second Party is engaged in the business of providing Security Services within the jurisdiction of Durgapur Municipality Corporation and has adequate M. Pitarma, Ph.D (J.U.) Principal
Dr. B. C. Roy College of Pharmacy & AHS
Durgapur, West Bengal-713206



This Agreement has been executed between both Parties by mutual consent on **First day of August, 2020**, and shall be governed by the following Clauses, Terms and Conditions:

That the Contractor shall provide requisite manpower that the College shall determine and suitably advise the Contractor. This shall not include requirements of intermittent or seasonal nature, which shall be intimated and compensation payable to retained labour determined by mutual consent in lumpsum, as intermittent nature of job or seasonality of job(s) do not come under the Contract Labour (Regulation and Abolition) Act, 1970.

That the Contractor shall be in possession of **valid licenses in respect of M/s Secret Eye Security Services** granted by licensing authorities, and shall comply with all statutory provisions that the Contract Labour (Regulation and Abolition) Act, 1970, specifies.

The Contractor shall be obliged to submit the following documents:


1. Certificate of commencement of business issued by the Municipal Authorities of Durgapur and valid for one year as on the date of the Agreement.
2. Certificate of enlistment of the Contractor issued by the Government of West Bengal as per West Bengal Private Security Agencies (Regulation) Rules, 2007, vide notification No. 2254-P, dated 8th May, 2007, published in the Kolkata Gazette, Extraordinary, Part 1, dated 8th May, 2007, and is valid as on the date of the Agreement.
3. Register to be maintained by the Agency — the register required to be maintained under the Act by the Agency shall be in Form VIII.

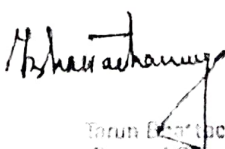
Photo identity card — (1) Every photo identity card issued by the Agency under sub-section (2) of section 17 of the Act shall be in Form IX.

(2) The photo identity card shall convey a full-face image in colour, full name of the private security guard or Supervisor, name of the Agency and the identification number of the individual to whom the photo identity card is issued.

(3) The photo identity card shall clearly indicate the individual's position in the Agency and the date up to which the photo identity card is valid.

(4) The photo identity card shall be maintained up-to-date and any change in the particulars shall be entered therein.


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General Secretary
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(5) The photo identity card issued to the private security guard and the Supervisor will be returned to the Agency issuing it, once the private security guard or the Supervisor is no longer engaged or employed by the Contractor.

(6) Any loss or theft of photo identity card will be immediately brought to the notice of the Contractor that issues it.


Other conditions — The Agency shall issue and make it obligatory for its security guards to put on:

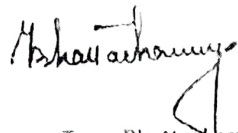
- (a) An arm badge distinguishing the Agency;
- (b) Shoulder or chest badge to indicate his position in the organization;
- (c) Whistle attached to the whistle cord and to be kept in the left pocket;
- (d) Shoes with eyelet and laces;
- (e) A headgear which may also carry the distinguishing mark of the Agency.
- (f) The clothes worn by the private security guard and Supervisor while on duty shall be such that they do not hamper in his efficient performance. In particular they will neither be too tight nor too loose as to obstruct movement or bending of limbs.
- (g) Every private security guard and Supervisor will carry a notebook and a writing instrument with him.
- (h) Every private security guard and Supervisor while on security duty will wear and display photo identity card issued under section 17 of the Act, on the outermost garment above waist level on his person in a conspicuous manner.

That the Contractor shall engage all such persons who do not have any criminal records, and who shall not resort to acts subversive of discipline within the premises of the College within official duty hours allotted to them by the Contractor.

The Contractor shall remove such contract labour who in the opinion of the College, may cause disruptions to the maintenance of security activities within the premises of the College, or such contract labour who have failed to provide adequate security services or have resorted to undisciplined behavior within the premises of the College, or have indulged in riotous behavior under the influence of alcoholic and narcotic substances. Matters relating to indiscipline by all or any staff of the Contractor shall be the responsibility of the Contractor, and the College shall in no way be involved in this regard.

That the Contractor shall be required to regularly monitor the activities of all Security Guards employed by the Firm, and ensure adequate supervision over the personnel engaged during the eight -hour duty cycles allotted to such personnel by the Contractor. The Contractor shall be required to maintain a Duty Roster for staff deployed, location - wise and have the same prominently displayed. Inadequate and improper services may attract commensurate penalties or deductions, and the College shall be free to cause such deductions and penalties.


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The Contractor shall maintain all records that are required under the provisions of The Contract Labour (Regulation and Abolition) Act, 1970, and submit returns to appropriate authorities specified under law. If, for the failure of the Contractor to comply with the requirements, the Principal Employer (i.e., the College) becomes vicariously responsible, and if the Statutory Authorities impose any penal measures, including fines, the College shall realize the fines levied and paid by the College (as the Principal Employer) from the Contractor.

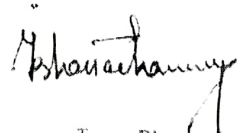
All statutory liabilities, damages, compensation etc. will be paid and borne by the Contractor who agrees and undertakes to indemnify and keep indemnified the College against all claims arising out of negligence on the part of the Contractor and/or labour under its Muster Roll. This indemnification shall also extend to any claims preferred by any third party.

Security Guards deployed by the Contractor should be physically fit and they should not suffer from any contagious diseases that may affect the health and well-being of students. If it is found that any of the guards is suffering from contagious diseases or is physically unfit, the College reserves the right to ask the Contractor to remove such personnel, and it shall be complied forthwith by the Contractor.


The Security Guards or the Supervisor detailed by the Contractor shall ensure that the labour deployed for duty report for work on time, and observe the duty hours strictly. **Any person, who has been deployed by the Contractor for a duty cycle, is found to be absent or missing from the duty /place allotted even for a partial duration, the College reserves the right to impose commensurate penalties and/or deductions from the Bills payable to the Contractor.**

The Contractor must ensure regular rotation of Security personnel at various duty - points on monthly basis. Compliance Report in this respect must be submitted by the Contractor to College Authorities every month.

The Contractor shall diligently pay wages and benefits that The College hereto agrees to reimburse to all labour engaged by him on College duty, and also agree to allow officials of the College to periodically inspect records of payments made. Copies of all remittances made to Provident Fund Authorities and Employees' State Insurance Authorities/ Salary (or Wages) Disbursement Sheet in the previous month of payment should be submitted to the College Authorities before the College releases payment for the next wage period.


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General Secretary
Dr. B. C. Roy Engineering College
Durgapur




Prof. (Dr.) Sanjay Kumar Samanta
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Principal
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Durgapur, West Bengal-713206



Insurance coverage taken, if any, for personnel under the Contractor's control shall be the responsibility of the Contractor, and the College accepts no responsibility in this regard.

The Contractor, and all personnel under his employ, shall not permit any unauthorized removal of materials /equipments and removable properties of The College without a valid Gate-pass issued by officials of the College. If any Security personnel of the Contractor is found to be negligent in this regard, the purchase cost of materials/equipment so removed or caused to be removed, regardless of the date of purchase of the material/equipment, shall be levied from the Contractor's dues.

Suitable record of Visitors, Material entry and exit from the Main Gate must be maintained at the Main Entry point. Security personnel/Staff leaving the Campus during duty hours for whatever personal exigencies, must record in the Register the duration of absence and this shall be under the custody of the Supervisor, and this record shall be periodically inspected by authorized College Officials.

The College Main Gate/s is to be manned at all hours by the Contractor's Security personnel, and unauthorized entry should be strictly restricted. The College shall notify Official Duty Hours to the Contractor during the academic sessions for smooth entry of students/staff/faculty and officials.

The Contractor shall be solely responsible for the selection, employment and training of employees under his employ, and the College will not be responsible in this regard.

The Security personnel engaged by the Contractor should have reasonable training in fire-fighting (use of fire extinguishers) and they shall be responsible for switching off perimeter lamps/lights after day break to save energy and prevent wastage.

They shall also be responsible for operating the Pumps during the non- working days/non working time (i.e., after the College hours are over) and prevent wastage of waters / overflow of waters stored in tanks.

To prevent un-authorized entry of non - hosteliars' at the Hall of residences for students in the night, the College Authorities shall provide Photo - Identity Cards to all Hostel - boarders. It shall be the duty of Security Guards deployed at the Hostels to check the Identity Cards before permitting any student - boarder to enter the Hostels in the night/late evening, after 22.00 Hours IST.

Tarun Bhattacharya

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General Secretary
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Weekly - Off days & National Holidays:

Each labour engaged shall be provided one - day paid "Off" after six days of work, as per Statute. **Any other type of leave that may be granted to the labour employed by your firm , or treating the labour as ' absent' shall be as per your Firm's policy and the College assumes no responsibility in this regard.**

Labour engaged by the Firm shall be entitled to **Four (04) National Holidays with pay.** The College authorities shall absorb the payments made to Labourer(s) for the National Holidays extended.

Security Guards deployed at the Entry gates must enquire from the Visitors the purpose of the visit and the person/official he /she intend to visit and a "Visitor" slip shall be issued. The Visitor slip shall mention the name of the Visitor, his/her Mobile Number, Purpose of Visit and Time of Visit, and the name of College Official/Department that he /she intend to visit. A Temporary Visitor' Card has to be issued to him/her.

Details of type of Vehicles entering the College premises, name of the person entering the College premises with or without Goods should be recorded. If the Vehicles/Carriers are entering the College premises with ordered materials, the Office of delivery should be appropriately recorded.


The Security Guards staff detailed by your firm has to assist College Officials/ Faculty/ Staff during times of chaos/unrest by a section of students. They cannot remain as silent spectators or stay aloof during the crisis, and is duty - bound to safeguard the College properties and interest at all times.

Theft of College properties and installations during the duty - hours of any Security detail shall be made good by the Firm. The firm may consider taking suitable action against the labour so engaged as per the Firm's policy, and the College Authorities shall not interfere in the administrative action taken by the Firm against the labour for dereliction of duty.

The College reserves the right to draw up or revise the "**Model Code of Conduct**" of **Security Guards** and, if already drawn, to suit the College functioning/requirement. The model code of conduct as is existing is reproduced hereunder:

Code of Conduct:


1. The personnel recruited by the Contractor for providing Security Services at the two Colleges should act responsibly.
2. They must not resort to any activities that are subversive of discipline within the premises of the Colleges.
3. They shall adhere to the Shift and Duty timings as specified in the Contract Agreement dated 1.8.2020.

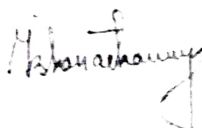

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General Secretary



4. The Normal Duty Hours for Security Guards as specified in the relevant Government Order No. 765/Stat/RW/68/564/LCS/JLC dated 11th November, 2011 is eight (8) hours, and since the Agreement provides for duty -cycles of eight hours, the Security Guards must perform the 8-Hour duty cycle.
5. Partial absence from duty without authorization or reporting late for duty shall not be permitted.
6. They should report for duty in complete Uniform during Summers/Winters and in Monsoon, and the responsibility for supplying Uniforms / equipment shall rest with the Contractor.
7. That the personnel in the employ of the Contractor must be free from any contagious diseases.
8. They must not report for duty in drunken condition.
9. They must not consume liquor/drugs during their duty tenure/ timings.
10. The personnel engaged on duty shall comply with the requirements of the Colleges as mentioned in the Contract Agreement, especially with regard to preventing unauthorized removal of College Assets and equipments without obtaining a Valid Gate Pass issued by Competent College Officials.
11. The College Main Gate/s are to be manned at all hours by responsible and reasonably educated manpower by the Contractor's Security personnel who are in a position to interact with Visitors/Guests in a gentlemanly way, and unauthorized entry should be strictly restricted.
12. The College shall notify Official Duty Hours to the Contractor during the academic sessions for smooth entry of students/staff/faculty and officials.
13. The College premises must be tidily maintained and Security personnel shall not litter the Campus/College precincts.
14. During University Examinations/ College Examinations, the Security personnel must assist faculty / Examination Department in providing services to Students as advised by the Professor - In-Charge (Examinations), and maintain strict vigil.
15. The Security personnel must maintain extra vigil to prevent "ragging" within the premises of the College as per the directives of The Hon'ble Supreme Court of India.
16. The Security staff deployed for Hostel Duties must not allow Student entry at "odd hours" unless permitted by the Competent Authorities like the Director, the Campus Administrator, the Hostel Superintendents/The Wardens/Matrons as the case may be.


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Dr. B. C. Roy Engineering College
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17. The Security personnel at the Hostels must not allow unauthorized persons (who are not boarders) to gain entry into the Hostels.
18. The Security Guards must operate the Water Pumps which is part of the Contract Agreement.
19. For Unauthorized absence from duty/ Partial absence from duty, the Contractor must take suitable administrative action against erring staff under his employ.
20. The Contractor must provide suitable replacement on grounds of absence to make the full complement of Security / Conservancy personnel.

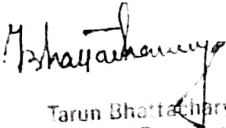
UNIFORM ENTITLEMENT OF SECURITY GUARDS :

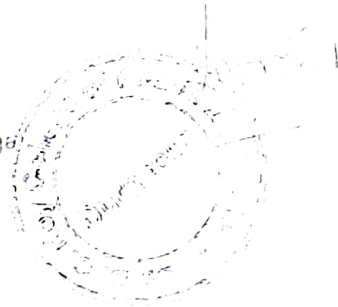
1. Uniform Shirts – 2 sets per year
2. Uniform Trousers – 2 sets per year
3. Shoes – one pair per year
4. Monsoon Equipment – One set every two years (of durable quality)
5. Winter Pull Over / Sweaters - One set every three years (of durable quality)
6. Shoulder Epaulettes, wherever applicable - One set every two years.
7. Head Gear – 01 set per year..... This is particularly important in the present pandemic situation.
8. Belts – One every three years.

FINANCIAL CONSIDERATIONS:

1. Each Labour engaged by the Contractor must be paid monthly emoluments specified by the Labour Commissioner, Government of West Bengal and notified from time to time by the State Government regarding the Minimum Wages paid to skilled/unskilled labour. Government notifications are usually issued every six months.
2. They shall be also covered under the ESIC as per Government regulations. The College will reimburse "Employers Contribution" portion of the payments made to ESIC.
3. Provident Fund entitlement of each labour must be honoured. The College shall reimburse "Employers Contribution" only.
4. The Annual Bonus @ 8.33 % due to employees shall be paid by The Labour Contractor, and shall be reimbursed by The College Authorities. Payments made towards ESI/EPF shall not be counted towards Bonus payments. **Regular attendance will be the qualifying norms for Bonus payments. Bonus disbursement sheet shall be provided as a proof for subsequent reimbursement claim.**
5. GST payable to the Government shall be reimbursed by the College.


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6. The Contractor shall be entitled to reimbursement of Administrative Costs in the engagement of Security staff at Secret Eye Security Services at the rate of fifteen percent (15 %) of gross monthly wages, as is obtaining as on July 2020, and will be applicable at this constant rate throughout the contract period i.e., 1st August , 2020 to 31st. July, 2021. The Wage rate that may be periodically revised by the State Government shall have no bearing on the Administrative Costs during the currency of this contract period.
7. It is to be expressly understood that the Administrative Charges are admitted to meet expenses on Uniform and other administrative requirements. No reimbursement shall accrue to the Contractor for providing Uniforms to the Security Staff under the employ of M/s Secret Eye Security Services.
8. It is also to be expressly understood that the Labour deployed by the Contractor for Security services are to mark their daily attendance and/or provide bio-metric attendance as directed, and they shall be under the control of the Campus Administrator during the duration of their working shift/ working day.
9. The Contractor may deploy a Site In - Charge for Night Shift from 22.00 Hrs. IST to 06.00 AM the following Morning and the consolidated remunerations payable in this regard shall be Rs. Ten thousand (Rs. 10,000) per month and a Supervisor for the Day shift from 09.30 to 17.30 Hrs IST at a monthly consolidated remuneration of Rs. Fifteen Thousand (Rs. 15,000/00) only.

Manpower requirement per day:

Srl#	Security details	Location	Number	Location	Number
1	Morning Shift (0600/1400)	BCREC/APC	09	BCRCP & BCRP	02
2.	B- Shift (1400/ 2200)	BCREC/APC	14	BCRCP & BCRP	02
3.	Night Shift (2200 IST to 0600 IST following morning)	BCREC/APC	14	BCRCP & BCRP	03
4.	General Shift Main Gate/APC/Vidyasagar Bhavan and ME Bldg. (09.30 to 17.30 IST) Library - 10.00 to 18.00 and 12.00 to 20.00 IST. Management House and Main Admin. Bldg. (10.00 to 18.00 Hrs.)	BCREC/APC	01 + 01+01+01 02 01 01 01		
5.	Weekly Reliever	BCREC/APC	05	BCRCP&BCRP	01

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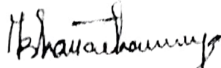
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NOTE :

1. The shift timings/ duty timings are to be strictly adhered to, and absence from work spot shall be treated suitably. Penalties/deductions from Contractor's dues may be resorted to.
2. In case any Security Guard has proceeded on Leave with prior intimation/sanction his /her replacement shall be provided by the Contractor.
3. Lady Security Guards are to be provided at the Ladies' Hostels as per existing norms. Strict vigil must be maintained at the Ladies Hostels so as to prevent unauthorized entry. Parents/ Guardians desiring to meet their wards must meet their wards at the Matron's Office and during designated hours. A record of persons meeting Lady Hostel- boarders must be kept.

This agreement is signed by mutual consent and shall remain valid from 1st August, 2020 to 31st July, 2021.

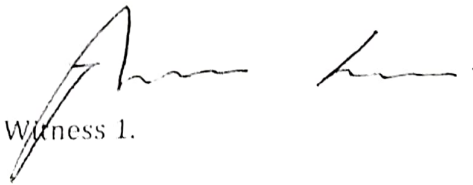


(Tarun Bhattacharya),
General Secretary

Dr. B. C. Roy Engineering College, Durgapur. M/s Secret Eye Security Services, Durgapur



(Partner)



Witness 1.



Witness 2.



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