



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

12AA 976771

MOU BETWEEN DR.B.C.ROY ENGINEERING COLLEGE [SOCIETY] AND M/S ZED FACILITY SERVICES, DURGAPUR (HEREINAFTER REFERRED TO AS CONTRACTOR) EFFECTIVE 01 AUGUST 2020.

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 ZED FACILITY 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 Conservancy Services - Cleaning, Sweeping, Gardening and Horticulture 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"

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



"And whereas, the Second Party is engaged in the business of providing Conservancy Services within the jurisdiction of Durgapur Municipal Corporation and has adequate strength of trained manpower to provide these services."

This Agreement has been executed between both Parties by mutual consent effective **First day of August, 2020 (01.08.2020)**, and shall be governed by the following Clauses, Terms and Conditions:

1. 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.

2. That the Contractor shall be in possession of valid licenses/Certificate of Enlistment in respect of **M/s ZED FACILITY 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 :

(a) Certificate of commencement of business issued by the Municipal Authorities of Durgapur and valid for one year 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.

4. Photo identity card — The photo identity card shall convey a full-face image in colour, full name of the Conservancy staff retained by the Contractor, name of the Agency and the identification number of the individual to whom the photo identity card is issued. The P-I-C shall mention the date upto which the PIC is valid, and it shall be conspicuously/prominently displayed by the conservancy staff while on duty.

5. 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.

6. The Contractor shall remove such contract labour who in the opinion of the College, may cause disruptions to the maintenance activities of the College within the premises of the College, or such contract labour who have failed to provide adequate conservancy 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.



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





7. That the Contractor shall be required to regularly monitor the activities of all Conservancy staff 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.

8. 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.

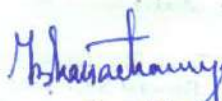
9. The Contractor shall maintain all records that are required under the provisions of The Contract Labour (Regulation and Abolition) Act, 1970, and submit returns to appropriate authorities specified under law. If, for the failure of the Contractor to comply with the requirements, the Principal Employer (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 from the Contractor.

10. 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.

11. Conservancy staff 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.

12. The Contractor 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.**

13. 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. Insurance coverage taken, if any, for personnel under the


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



..... Contractor's control shall be the responsibility of the Contractor, and the College accepts no responsibility in this regard.

14. 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 or any Conservancy staff 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 the material/equipment, shall be levied from the Contractor's dues.

15. 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.

16. 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.***

17. 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.

18. Theft of College properties and installations during the duty - hours of any Conservancy staff, if proved, 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.


19. The College reserves the right to draw up or revise the "**Model Code of Conduct**" for ~~Conservancy~~^{-aries} Staff 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 Conservancy Services at the four 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.



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



4. The Normal Duty Hours for Conservancy Staff 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 Conservancy Staff must perform the 8-Hour duty cycle. **The duty hours shall be from 08.00 IST to 16.00 IST with one hour break between 13.00 IST to 14.00 IST.**
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.
11. The College premises must be tidily maintained and regularly cleaned. The Contractor's personnel shall not litter the Campus/College precincts.
12. The Security personnel at the Hostels must not allow unauthorized persons (who are not boarders) to gain entry into the Hostels.
13. For Unauthorized absence from duty/ Partial absence from duty, the Contractor must take suitable administrative action against erring staff under his employ.
14. The Contractor must provide suitable replacement on grounds of absence to make the full complement of Conservancy personnel.

UNIFORM ENTITLEMENT OF CONSERVANCY STAFF:

- (a) Uniform Shirts – 2 sets per year
- (b) Uniform Trousers – 2 sets per year
- (c) Shoes – one pair per year
- (d) Monsoon Equipment – One set every two years (of durable quality)
- (e) Winter Pull Over / Sweaters - One set every three years (of durable quality)


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



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 Government regarding the Minimum Wages paid to 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.
6. **The Contractor shall be entitled to reimbursement of Administrative Costs in the engagement of Conservancy staff at the rate of twelve percent (12%) of gross monthly wages. This Administrative Charges shall remain unchanged during currency of this Agreement, and shall be payable at the monthly rate as specified by the State Government as on July, 2020 which stands at Rupees Eight Thousand Five Hundred and Fifty (Rs. 8,550=00), assuming that there shall be no unauthorized absence of the labour engaged.**
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 Conservancy Staff under the employ of M/s. ZED FACILITY SERVICES.
8. It is also to be expressly understood that the Labour deployed by the Contractor for Conservancy 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.

M. Shantaram

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

Monk



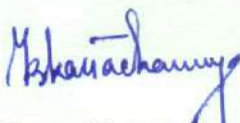
Manpower requirement per day :

Srl#	Location	Requirement/day	Duty Hours	Break Hour
1	BCREC/APC	26 (twenty six) (twenty six)	26 08.00 – 16.00 IST	13.00 – 14.00 Hours
2	BCRCP /BCRP	15 (fifteen)	08.30 – 16.30 IST	=same=

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 Conservancy Staff has proceeded on Leave with prior intimation/sanction his /her replacement shall be provided by the Contractor.
3. All Conservancy Staff, other than those detailed at the Seven Hostels in four Colleges, may be provided Weekly- off day on Sunday. Those detailed at Hostels may be provided weekly – off on "rotation" basis so that the services at Hostels are available on all seven days of the week.
4. For any special requirement of Conservancy Staff the College shall inform the Contractor in advance.

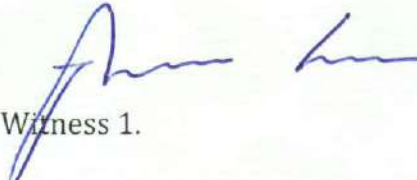
This agreement is signed by mutual consent and shall remain valid from 1st August, 2020 to 31st July, 2021.


(Tarun Bhattacharya),
General Secretary
Tarun Bhattacharya
General Secretary
Dr. B. C. Roy Engineering College
Durgapur


(Partner)


Dr. B. C. Roy Engineering College, Durgapur. M/s ZED FACILITY SERVICES, Durgapur

Durgapur dated, 23rd September, 2020


Witness 1.


Witness 2.