TENDER DOCUMENT

FOR

PROVIDING SECURITY SERVICES
AT BCCL KOLKATA OFFICE
OF BCCL

BHARAT COKING COAL LIMITED
(A SUBSIDIARY OF COAL INDIA LIMITED)
KOYLA BHAWAN, KOYLA NAGAR,
DHANBAD – 826005
JHARKHAND
BHARAT COKING COAL LIMITED  
(A subsidiary of Coal India Limited)  
Industrial Engineering Department,  
Koyla Bhawan, Koyla Nagar,  
Dhanbad – 826005.

Scope Of Work, Terms & Conditions

(In sealed cover)

Work – Providing security services at BCCL Kolkata Office.


PARTICULARS

1. Name of Tenderer :

2. Address of the tenderer :

3. Ownership status of the tenderer : DGR sponsored security agency.

4. Name of person / Official :  
   (with designation) authorized to submit tender.

5. Date of opening of tender: as per NIT

Issued by :
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LIMITED TENDER ENQUIRY


To

1. **1753 – Maj A K Banerjee**
   M/s ARD Security Services
   Flat No.-2, Paromita Apartment
   12 Raja Ram mohan Roy road
   Kolkata-700041
   Tel No 033-24028657

2. **1886 – Lt Col S k Mukhopadhyay**
   M/s Confident Security Agency
   P-67, Flat No.-4 B (4 th Floor)
   Sushoma, Motijheel Avenue
   Kolkata-700074
   Tel No 033-25600239

3. **1914 – Capt. Sakshi Srivastava**
   M/s Success Security & Allied Services
   48/1 Sister Nivedita road
   Thakurpukur
   Kolkata-700063
   Tel No 033-24970561
   Fax No. 24530434

Sealed Tenders are invited from the above DGR sponsored security agencies as communicated by DGR vide their sponsorship letter No. 2112/SA/ BCCL/ 1753/ 1886/ 1914/Emp dated 4th August, 2009 letter for providing security services at BCCL Kolkata Office as below.

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Tender documents including terms and conditions of work shall be available on any working day during working time from 21.05.2009 to 05.10.2009 free of cost from the following place.

(i) Office of the General Manager(IE), Level-V, Koyla Bhawan, Koyla Nagar, Dhanbad – 826005, Jharkhand.

Tender document can also be downloaded directly from the website of BCCL at [http://bccl.cmpdi.co.in](http://bccl.cmpdi.co.in) by the security agencies as listed above, sponsored by DGR vide sponsorship letter No. 2112/SA/ BCCL/ 1753/ 1886/ 1914/Emp dated 4th August, 2009.

CONTD…p/2
The bidder will be required to submit an undertaking that they will accept the tender documents as available in the website and their tender shall be rejected if any tampering in the tender document is found to be done at the time of opening of tender.

Tenderer is required to submit their offer in sealed covers giving reference to the LTE and date also super-scribing on the respective envelops the name of the tenderer, and name of the work for which he is submitting their tender.

The validity of the offer will be for 120 days from the date of submission of the offer.

The tenders will be received in sealed covers upto 15.30 hours on 12.10.2009 in the office of the General Manager (IE), Level-V, Koyla Bhawan, Koyla Nagar, Dhanbad – 826005, Jharkhand.

Tenders will be opened at 16.00 hours on the same day i.e. on 12.10.2009 (day of receipt of tender) in the office of the General Manager (IE), Level-V, Koyla Bhawan, Koyla Nagar, Dhanbad – 826005, Jharkhand.

Power of Attorney/ representative of Proprietor/ Director are not to be accepted by the Company.

The Proprietor/ Director will present in person for all dealings concerning tendering procedures. No dealings through representatives/ lawyers are permitted under any circumstances.

Officers sponsored should produce the copy of the empanelment letter issued by DGR and retired officer’s identity card to the Company to authenticate.

In case all the agencies sponsored to an employer quote the same rates in their tender, then the employer should award the contract to the senior most agencies. However the principal employer may refer this case to the DGR for advice if required.

The company is not under any obligation to accept the lowest tender/ tenders and reserves the right to reject any or all the tenders without assigning any reason whatsoever, and also to distribute the work and allot the work / works to more than one tenderer, at its sole discretion.

OUR AIM – QUALITY COAL TO CONSUMER.

General Manager(IE)

Distribution:
D(P)/ D(T)OP/ D(F)/D(T)P&P / CVO
CGM(Cordn.)/ TS to CMD, CGM(Finance)
HOD (System) - with request to uploading tender document in BCCL website. Down loading facility should be available during the period of sale of tender document only.
GM(Admin.) – with request to display this LTE in Koyla Bhawan Notice Board.
DIC/Dy CFM, BCCL Kolkata Office.
Scope Of Work, Terms & Conditions
For DGR Sponsored Security Agencies

Definitions

i) The word “Company” means BCCL, the Bharat Coking Coal Limited, represented at the Headquarters of the Company by the Chairman-cum-Managing Director or his authorized representative or any other officer specially deputed for the purpose.

ii) The word “Agency” denotes the Security Agency sponsored by the Directorate General of Resettlement for the purpose of extending security cover.

iii) The word “Agency” / “Agencies” wherever occurs means the successful agency / agencies who has / have deposited the necessary Contract Performance Guarantee (CPG) / Bank Guarantee and has / have been given written intimation about the acceptance of offer and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.

iv) Officer-In-charge of the unit or authorized representative of DIC, BCCL Kolkata Office who is an appropriate authority responsible for supervising and administering contract, certifying payment due to the Agency, valuing variations to the contract, awarding extension of time and valuing compensation events. Officer-In-charge of the unit may further appoint his representatives i.e. another person / HOD of administration or any other competent person and notify to the Agency who will be directly responsible for supervising the work being executed at the site on his behalf under Delegation of Powers of the Company. However, overall responsibility, as far as the contract is concerned, will be that of Officer-In-charge of the unit / Area.

v) ‘Written Notice’ shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the Agency / Company for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
Scope of Work

i) The security personnel of the Security Agency (hereinafter called ‘Agency’ only) have to fulfill the following responsibilities:

(a) Exercising strict vigilance for protecting the property and assets from damage, loss destruction & theft.

(b) Ensuring proper flow of bonafide visitors and preventing unauthorized entry in the premises.

(c) Round the clock patrolling of the scheduled specified area.

(d) Protection of Company’s property, material and manpower,

(e) Guarding of the Area for prevention of pilferage, theft, loot etc. and exercise of force to prevent such cases.

(f) Maintaining the law and order situation with assistance of Police authorities as and when needed.

(g) Maintaining liaison with State Administration, local police authorities and other agencies.

(h) Lodging of FIRs.

(i) Daily report to the Officer-In-charge of the Unit or his authorized representative.

(j) Protecting Company’s employees, workers and officers from physical assaults.

(k) Deal with situations arising from strikes, go-slow, dharnas, processions, accidents, etc.

(l) Checking of entry of anti-social elements in Company’s premises.

(m) Instilling a sense of security among the employees of the Company.
Terms and Conditions

1.0 General Conditions:

A. Each of the security personnel of the security agency (the contractor) must be fully equipped with arms/accessories. All security personnel should be dressed in proper uniform including winter and rainy season kitting, lathi whistle etc.

(a). Every Security personnel deployed shall be inspected/approved by Authorized representative of DIC of BCCL Kolkata Office before posting, deployment thereof will also be decided by DIC,BCCL Office Kolkata or his authorized representative. The Security Agency should employ 100% of its employees from ESM. Each security personnel must fulfill the following eligibility criteria:

i) Age: Minimum 18 Yrs & up to 58 years.

ii) Minimum Height: 5’ 6” (Relaxable by 3 inches in case of Hill tribes)

iii) Minimum Chest: 30.5 Inches to 32.5 Inches

iv) Should be able to run: 1.60 Km in 7 minutes,

v) Minimum Educational Qualification:
   a) Security Guard without arms: 8 Class passed
   b) Security guard with arms: Matric passed

Armed Security personnel should have valid armed licence.

(b) Each Security Personnel will be clean shaved (except in case of Sikh) with proper hair cut and smart turn out and in proper prescribed uniform while on duty.

(c) The uniform and accessories to be provided by the agency at their own cost will, at least contain the following:
   i) Barrel
   ii) Body Dress
   iii) Socks
   iv) Shoes
   v) Name Plate
   vi) Rank Badge
   vii) Over coat – Seasonal
   viii) Jersey – Seasonal
   ix) Rain Coat – Seasonal
   x) Torch with 3 Cells
   xi) Bhala / spear – Need based
   xii) Body Protector – Need based
   xiii) Cane Shield – Need based
   xiv) Helmet / Cap
   xv) Lathi
   xvi) Any other if found necessary.

(d) Each security guard with arms should possess Valid Arms Licence issued in his name and should be able to handle the weapon effectively. Gun and ammunition shall be provided by Security Agency at its own cost.

(e) The Security Personnel to be deployed must be fully trained and conversant with security job.
B. (i) The agency will have to abide by the provisions of all statutes including labour, taxation and other law applicable to its establishment during the period of its engagement and shall be responsible and accountable for breach or violation of any of the provisions of any Act, Rules, Regulation, Notification, Circulars issued from time to time by the Govt. of India or the State Govt. The agency shall provide an undertaking to this effect prior to the commencement of the job and indemnify Company against any breach of statutes / laws etc.

(ii) Any such claim shall be expeditiously settled by the agency without implicating the Company in any way whatsoever without affecting security services.

(iii) The agency shall take full responsibility for obtaining labour licence from Central / State authority as per CL(R&A)Act. 1970 as the case may be and absolve the Company from liabilities there under and any implication due to delay in obtaining licence.

C. The rates will be in accordance with the provisions of minimum wages promulgated by DGR.

D. The security agency will ensure that its staff will not at any time divulge/make known any trust information or other matter relating to the affairs of the Company.

E. The Security Agency will produce credential from Police Station regarding the security personnel proposed to be deployed in the Company.

F. The agency will not deploy any security personnel who has been asked to leave or removed on disciplinary ground from the Company (BCCL) or any other subsidiary of CIL or any other PSU / Govt. Sector / Private sector / Police Force / Army / Navy / Air force.

G. The Agency will not deploy any security personnel who is known to have been involved in any criminal activities or anti national act or espionage or who has any criminal case pending against him.

H. The security agency will ensure that all its personnel are physically fit and mentally alert.

I. The security agency will ensure that all its personnel are properly trained to carry out their duties. All the security personnel will be employees of the agency and in no case these employees of security agency can have any claim whatsoever with the Company.

J. The agency will raise monthly bills at the beginning of each month for the duties performed during the month immediately proceeding and these bills will be paid within 30 days after submission of the bill.
K. The agency will ensure timely payment of wages to its personnel. The agency will maintain proper records of such payments available for inspection by Officer-In-charge of the unit or his authorized representative.

L. The agency will provide additional manpower in any number within a reasonable time but not exceeding one month, if so required, on the written requisition of the Company, at the same rates and terms & conditions of contract.

M. The security agency will execute the jobs undertaken by it directly and with its own resources and will not give out any part of the assignment on sub contract.

N. Company reserves the right to accept or reject any contract without assigning any reason whatsoever and the decision of BCCL management in awarding the work shall be final and cannot be subject to arbitration / dispute.

O. Company has the right to increase or decrease the manpower requirement of any site or to add or delete any site of deployment after giving one month notice in writing. In such cases the rates & terms and conditions of the contract will be applicable.

P. In case the Company points out that there is certain slackness in security management in any site of the Company, the Agency will review the situation to augment security set up within a reasonable time.

Q. In case of emergency like breaks down of law & order or natural calamity etc. the Agency will deploy on a short notice, reasonable number of additional manpower as per instruction of the Company.

R. The Security agency shall ensure that the Security personnel that will be engaged in connection with this contract will not be having any claim on the Company whatsoever as the Company is awarding the contract to Security agency for providing security services only.

S. No TA/ any other claims will be accepted for the duties defined in this contract. All the personal claims of the security personnel will be the liability of the Security Agency. Company’s liability will be limited to the rate / value as per the contract / agreement.

T. The Company shall have power to make any alterations or additions to or substitution of the original specifications and instructions that may appear to be necessary or advisable during the execution of the work. The agency shall be bound to carry out the work in accordance with the instructions given to him in writing by the representative of the Company. Such altered or additional or substituted work which shall form part of the original contract shall be carried out by Agency on the same rate / rates and terms and conditions as are specified in the contract / work order.

U. The security agency has to employ additional number of ESM as leave relief such as weekly off/ National holidays/ other holidays.
2.0 **Discipline:**

(a) All security personnel of the agency must carry a proper photo identity card and nameplate while on duty.

(b) In case of negligence, dereliction of duty, disorderly behavior, other misconduct by security personnel of the agency, the agency will take back the security personnel concerned immediately and will send suitable replacement within 24 hours.

(c) The Security Personnel deployed by the Agency in designated Area of the Company premises will perform their duty in disciplined manner. Any lapse on the part of the Security Personnel will be viewed seriously.

3.0 **Other details to be provided by the Security Agency:**

(a) Constitution of the organisation: Whether the organisation is Public Limited Company, Private Limited Company, Partnership Firm, Proprietorship Firm need be indicated.

(b) Names, addresses and occupation of Directors/partners/Proprietor need be provided.

(c) In case of Limited Company, a copy of the Articles of Association and Memorandum of Association and in case of partnership firm, a copy of registered partnership deed need to be provided.

(d) Income Tax permanent account number (PAN) needs be indicated & proof to be provided.

(e) Degree of computerization of the organisation including number and details of computers owned, places where they are installed and purpose they are used for need be indicated.

(f) Brief profile of former commissioned officers of the defence forces/former gazetted officers of the Police or other para military forces working in the agency indicating name, last rank held in defence/police/para military services and their present job assignment in the agency need be provided.

(g) The number of Provident Fund contributing members in respect of whom the last Provident Fund annual return was submitted and percentage of such members to the total number of employees to be indicated.

4.0 **Compensation Package / Penalty:**

(a) In the event of any kind of lapse/failure on the part of Agency in complying with the provisions of the contract, the same shall be communicated by the unit-in-Charge of the Company in writing, and the Agency has to comply/ensure fulfillment of the short comings within a stipulated time as to abide by the provisions of the contract shall be solely with the agency.
(b) In the event of failure/inability to provide security personnel as per deployment plan / requirement / non-adherence of deployment of 100% ESM personnel, BCCL may deduct up to 50% of the service charge payable for the relevant period from the monthly bill of the respective unit apart from deduction of daily wage for each day of absence of the number of security personnel. Apart from the above in case of non-deployment of 100% ESM personnel, the wages of the non-ESM personnel deployed will be paid at the rate of Minimum Wages of the semiskilled worker of the state. Any discrepancy is to be met within 15 days of intimation failing which 100% of service charge payable will be deducted for the total period of non-compliance and Company will have the right to cancel the contract and intimate DGR for taking needful action as per guidelines of DGR.

(c) If, even after engagement of the Security agency, any disruption of normal activities of Company resulting in loss of revenue occurs or any loss of life or any loss, damage, theft of property belonging to Company takes place within the specified area, it will be construed that such mishap has taken place due to failure / negligence on part of the Agency and it shall be liable to compensate for 100% of the damage/loss/theft or loss of life.

(d) In the event of such loss of revenue or loss of life or damage/loss/theft of property, a Committee comprising of representative of Company and of the Agency shall be constituted. The committee shall comprise of one member from the Agency two members from Company. This committee shall prepare a report and assess the total value of loss or damage or theft. In the event of any dispute, the decision of Company management shall be final and binding.

5.0 Arms and Ammunition :

a) Arms and ammunition to the security personnel employed by Security agency and deployed at the company premises will be provided by the Security agency.

b) In case any firing is done by any security guard with arms of the Security Agency they have to take legal action arising thereafter and keep Company management free from any legal obligation and indemnified in all respect. All the legal expenses / compensation etc. will be borne by the Agency.

6.0 Payment Terms :

a) Paying Authority : AFM / Associate Finance Officer of the unit

b) The Security agency shall raise the bill on monthly basis with deployment of 100% ESM personnel as agreed rate for deployment in metro. The bill duly certified by the Authorized representative of DIC of BCCL Kolkata Office shall be submitted to the paying authority along with following documents for payment:-
   i) Pre- receipted signed invoice in triplicate.
   ii) PF deposit challan of previous month & ESI / Group Insurance payment certificate.
   iii) A certificate indicating that wage payment as per DGR guidelines has been complied with.
Payments will be made after making necessary deductions/ recovery as per terms and conditions of the contract.

c) The bills should be addressed to the authority entering into the agreement or the person authorized by him.

d) Payment to Ex-Servicemen Security guards are to be made by Cheque/Bank/Electronic means.

7.0 Communication System:

Details of wireless equipments owned and proposed to be used for providing security services need to be provided. Simplex type wireless equipment (Walkie-Talkie) for proper communication amongst the Security personnel is the bare minimum requirement to be provided by the Security Agencies. Security Agencies may provide any other technologically up-dated communication devices like Mobile telephone for their own use but any price benefit for use of such devices will not be given. The communication frequencies / bands used by Company should not be used by the Security Agency.

8.0 Enforcement of Labour Laws/Statutory Laws:

The Security agency shall have direct dialogue with their workmen/union for expeditious settlement of any demand / dispute concerning wages, benefits, liabilities to be provided to the employees any or all benefits, liabilities (financial or otherwise) arising out of bipartite or tripartite settlement among union / employees, labour department or any other authority and any liabilities arising out of such settlement shall be borne by the Security agency. Company shall be kept completely indemnified against any responsibility / liability arising out of the above settlement.

The Security agency will make expeditious settlement of any dispute that may arise at site in respect of wages to employees or benefits etc.

The Security agency shall pay wages and provide benefits / facilities to its employees at least at par with minimum wages provided in the DGR guidelines applicable and the same should not be less than those prevalent in Kolkata. Company shall be completely indemnified against any liability and consequences there off.

9.0 (a) Risk involved

The Security Agency will cover all the risks to the men engaged by it and also the cost of compensation payable to the member of its force.

(b) Health care

The Security Agency will be responsible for the health care of the Security Personnel engaged in the Company.

10.0 Right to vary or cancel the Contract:

Company reserves the right to vary or alter the extent of scope and or technical character of the scope of the contract and the Security Agency shall be bound thereby as if the same occurred in the scope. Such change shall not vitiate the contract.
Company at their option, without prejudice to their rights, hereunder may cancel the contract without any financial implication on Company, at any time by giving 30 days simple return notice in case the Security agency does not comply with its obligations under this contract and more specially in case any of the following circumstances occurs:

i) Unjustified interruption of services.

ii) Errors, negligence, insufficiencies in deployment, shortfall in deployment or other similar circumstances attributable to the Security agency.

iii) In case of bribe or commission.

iv) Non-compliance of instruction received from Officer-in-charge of the unit or his authorized representative within the stipulation of contract.

v) Non compliance of any of the terms and conditions of this contract, failure in making compensation to Company for any loss or damage caused to the men, properties etc. of the Company, or Company has come to a conclusion that the Security agency cannot fulfill its obligation under the contract.

If any of the events noted above occurs, then the Officer-in-charge of the unit or his authorized representative may inform his decision to cancel the contract wholly or in part. The Security agency shall immediately take necessary measures.

If any deviation from the terms of contract is committed by the Security agency, Company will give fifteen days’ notice to the Security agency to take necessary corrective actions. If the Security agency fails to comply with the same, the Company shall have the liberty to get the whole or part of the services done by any other Security agency. In such case, the Security agency shall be liable to compensate Company for any cost required in excess of original contract cost for getting the services done by other security agency.

In case of cancellation which is done without any default on the part of the Agency, in that case only the Security agency may be eligible to receive the part of the contract value which is equitable to the actual services made less the amount payable by the Security agency to Company towards compensation. In no event the Security agency shall have any right to payment for any services performed subsequent to cancellation or any claim for compensation in case of cancellation.

In case of partial termination the agency shall continue to perform the contract, to the extent not terminated by Company.

If for any valid reason Company decides to abandon the work, Company can cancel the contract by giving 30 (thirty) days notice in writing to the Security agency.

11.0 **Force Majeure:**

The Security Agency will not be held responsible for non-performance in the event of the following:

i) Natural phenomena or acts of God, including flood, earthquake and epidemics.
ii) Political upheaval, civil commotion strikes, riots, lockouts, acts of any Govt (domestic/foreign) including but not limited to war, quarantine and embargoes.

12.0 **Termination, suspension, cancellation and foreclosure of contract:**

Company shall in addition to other remedial steps to be taken as per in the provision of the contract, be entitled to cancel the contract in full or in part if the Security agency.

(a) Makes default in proceeding with the work and continues to do so even after a notice in writing from the Company, then on the expiry of the period as specified in the notice.

**OR**

(b) Commits default / breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Company, then on the expiry of the period as may be specified in the notice in writing.

**OR**

(c) Offers or gives or agrees to give any person in the service of Company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act / acts of favour in relation to the obtaining or execution of this or any other contract for the company.

**OR**

(d) Transfers, sub-lets, assigns the entire work or any portion thereof without the prior approval in writing from Company. Company may, by giving a written notice, cancel the whole contract or portion of it in default.

12.1 The contract shall also stand terminated under the following circumstances:

(a) If the Security agency being an individual in the case proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provision of Insolvency Act for the time being in force or makes any conveyance or assignment to this effect or composition or arrangement for the benefit of its creditors amounting to proceedings for liquidation or composition under any Insolvency Act.

(b) In the case of the Security agency being a company, its affairs are under liquidation either by a resolution passed by the agency company or by an order of Court not being voluntary liquidation proceedings for the purpose of amalgamation or re-organization or a receiver or manager is appointed by the Court on the application by the debenture holders of the agency company.

(c) On the death of the proprietor, agency being a proprietary concern or of any of the partners in the case of Partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the Company in this respect, which will be intimated in writing to the legal representative or to the partnership concern, shall be final and binding.
12.2 The contract may be foreclosed on giving three months advance notice without assigning any reason whatsoever & shall be binding on the part of Security Agency. For such foreclosure of the contract, no compensation financial or otherwise will be payable to the Security agency.

12.3 On cancellation of the contract or on termination of the contract, Company shall have power:

(a) To carry out work by any means at the risk and cost of the Security agency.

(b) To determine the amount to be recovered from the agency for non-completion of the work or the loss / damage suffered, if any, by Company.

(c) To recover the amount determined as above, if any, from any money due to the agency on any account or under any other contract and in the event of any shortfalls, the agency shall be called upon to pay the same on demand. The need for determination of the amount of recovery of any extra-cost / expenditure or any loss / damage suffered by Company shall not however be arrived in the case of termination of the contract for death / demise of the Security agency as stated in 12.1 (c) clause above.

13.0 Suspension of work:

Company shall have the power to suspend the work or any part thereof and Company may direct the agency in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the agency or for proper execution of work for reasons other than any default on part of the Security agency or on the ground safety / security.

13.1 The work shall throughout the stipulated period of contract, be carried out with all due diligence on the part of the Security agency. In the event of termination or suspension of the Security agency on account of default on the part of the Security agency, as narrated herein before, the security deposit and other dues of this work or any other work done under the Company shall be forfeited and brought under the absolute disposal of the BCCL provided that the amount so forfeited shall not exceed 10 (ten) % of the contract value.

13.2 Additional Responsibility of the Security Agency:

The cost on account of the “Additional Responsibilities of the Agencies” under this clause is deemed to be included in the tendered rates;

i. Company reserves the right to let other Security agency also work in connection with the security and the Security agency shall co-operate in the work for the introduction and execution of his/their works.

ii. The Security agency shall employ only competent and orderly personnel to do the work. Company shall have right to ask the Security agency to remove from the work site any personnel of the Security agency who in their opinion is undesirable and the Security agency will have to remove him within twenty four hours of such orders.
iii. Precautions shall be exercised at all times by the Security agency for the protection of Company’s persons and property. In case of accidents involving Security agency’s personnel, the Security agency shall be entirely responsible for compliance with all the requirements imposed by the Workmen’s Compensation Act or any other similar laws in force and the Security agency shall indemnify the Company against any claim on this account.

iv) The Security agency shall familiarize themselves with and be governed by all laws and rules of India and local statutes and orders and regulations applicable to his /their work.

v) The Security agency shall maintain all records as per the provision made in the various statutes including Contract Labour (Regulation & Abolition)Act 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, Minimum Wages Act 1948 , Workmen Compensation Act 1973, Employees State Insurance Act 1948 etc. and latest amendment thereof. Such records maintained by the Security agency shall be open for inspection by the Executive In charge or by the nominated representative of Company.

vi) The Security agency shall furnish to Authorized representative of DIC of BCCL Kolkata Office with reports from time to time regarding the Security agency’s organization and daily report regarding the execution of work as per the contract.

vii) The Security agency shall not pay less than minimum wages to the personnel engaged by them as per minimum Wages Act or such other legislation or award of the Minimum wages fixed by the respective State Govt. or Central Govt. as may be in force. However, Company will not be in any way responsible for the financial liability of the Security agency on any such account.

viii) All accounts shall be maintained properly and Company shall have the right to access and inspection of the books of accounts etc. If considered necessary related to payment of workmen, Company may depute a representative for witnessing the payment to the workmen by Security agency.

ix) The Security agency shall in addition to any indemnity provided by the relevant clauses of the agreement or by-law, indemnify and keep indemnified Company for the following: -

(a) Against all claims, damages or compensation under the provision of the Payment of Wages Act 1936, Minimum Wages Act 1948, Employers’ Liability Act 1938, The Industrial Dispute Act, 1947, Employees State Insurance Act, 1948 or any modification thereof or any other law relating thereto and rules made there under from time to time, as may be applicable to the contract which may arise out or in consonance of the maintenance or performance of the work under the contract and also against cost, charges and expenses of any suits, action or proceedings arising out any accident or injury.

(b) Against all losses and claims for injuries or damages to any third party or to any property belonging to third party which may arise out or in consonance of the performance of the work under the contract and against all claims / demands proceedings / damages / cost charges and expenses whatsoever in respect or in relation thereto.
(x) **Insurance:**

(a) The Security agency shall all times, during the currency of the contract indemnify Company against all claims damages or compensation for personnel employed by the Security agency under the provision of Workmen’s compensation Act and shall take Insurance Policy covering all risks, claims damages or compensation payable under the workmen’s Compensation Act or under any other law in relation thereto.

(b) The Security agency shall ensure that the Insurance Policy / Policies is / are kept alive till full expiry of the contract by timely payment of Premiums and it/they shall not be cancelled without the approval of Company and a provision is made to this effect in all policies. The cost of premiums shall be borne by the Security agency and it shall be deemed to have been included in the tender rate.

(c) In the event of Security agency’s failure to keep in force the insurance referred to above or any other insurance which the Security agency is required to affect under the terms of the contract, Company may affect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose and recover the amount thus paid from any money due to the Security agency.


14. **Proof of ESM personnel:**

Necessary proof regarding the identity and authenticity of the Ex-servicemen personnel like attested photocopy of Photo Identity card, retirement or discharge records from the services etc are to be provided to the respective Area authority before such engagements as security personnel.

15. **Security Deposit**

The Security Agency shall deposit an amount equivalent to 10% of one month’s wage bill toward security deposit for due performance of the obligation on the part of the Security Agency. The Security Deposit amount shall be deducted from Agency’s monthly service charges in installments at the rate of ten percent of the service charge payable till the required security amount is so deducted.

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BHARAT COKING COAL LIMITED
(A subsidiary of Coal India Limited)
Industrial Engineering Department,
Koyla Bhawan, Koyla Nagar,
Dhanbad – 826005.

PRICE BID

(In sealed cover)

Work – Providing security services at BCCL Kolkata Office.


PARTICULARS

1. Name of Tenderer :

2. Address of the tenderer :

3. Ownership status of the tenderer : DGR sponsored security agency.

4. Name of person / Official :
   (with designation) authorized to submit tender.

5. Date of opening of tender : as per NIT

6. Bill of quantity

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Designation</th>
<th>No. of heads per day</th>
<th>Rate of wages</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Security Guard</td>
<td>07</td>
<td>As per DGR guideline</td>
</tr>
<tr>
<td></td>
<td>Without Arms</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Security Guard</td>
<td>03</td>
<td>As per DGR guideline</td>
</tr>
<tr>
<td></td>
<td>With Arms</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Service Charge is acceptable @ ........% of the total cost per head.

DATE :

SIGNATURE OF TENDERER

PLACE: