	HEAVY ENGINEERING CORPORATION LIMITED
	PROJECT DIVISION

PURCHASE DEPARTMENT
Open Tender

Tender Enquiry No. : HEC/PROJ/PUR/MADHUBAND/119-548

Dated 17.04.2021

Dear Sir,

We request you to submit your most competitive offer for the following items as per the given schedule.

ENQUIRY SCHEDULE

SI No.	Description	Unit of Measure	Qty	Remarks
1.	The Security Guard (Watch and Ward) (With and Without arms) have to secure the entire Madhuband Washery complex and regulate movement of vehicles and persons at the entry/exit gates. The places where the Security Guard (Watch and Ward) are to be deployed shall be decided by In charge / Madhuband NLW Washery Site.	Set	1	Specification shall be exactly in line with Enclosure-II (Technical specification)

Schedule of tender receipt of Offer: : 01.05.2021 up to 3.00 PM

Schedule of tender opening of

Techno-commercial bid: : 03.05.2021 at 3.00 PM

Price Bid opening date : Will be intimated later through E-tender Portal only.

Tender is available on our website in e-procurement section i.e. <https://etenders.gov.in/e procure/app> . Approved Bidders may go through the tender document. Bidders are required to upload the bid along with all supporting documents including priced part (BoQ) only on the e-tendering website (<https://etenders.gov.in/e procure/app>), on or before the due date and time for submission of bid.

EMD/Tender fee to be submitted and sealed in separate envelop superscribed Tender No. & Due date of offer submission.

Thanking you,

(C.S.Prasad)
DGM I/c /Purchase/PROJECT DIVISION
Heavy Engineering Corporation Limited HMBP ADM. BUILDING
(ANNEXE) DHURWA, RANCHI 834004
Ph.06512401266/240056 Fax. : 0651 – 2401533
E-mail: projectpurchase@hecltd.com



Tender No: HEC/PROJ/PUR/MADHUBAND/119-548

Dated 17.04.2021

INSTRUCTIONS TO TENDERER (ITT)

All bidders are requested to go through the all parts of Tender Document very carefully in detail before submitting the offer.

- 1.0 Offer has to be submitted only online at E-tender Portal: www.etenders.gov.in. Offers submitted in Hard copy shall not be considered, however tender Cost, Earnest Money Deposit (Original Demand Draft/bank Guarantee) may be submitted to us in hard copy. Scan copy of tender Cost & EMD to be uploaded in part-1 of offer i.e technocommercial bid.**
- 2.0** Prospective Tenderers are advised to get register themselves only on at NIC e-tender portal i.e. <https://etenders.gov.in/eprocure/app>, obtain 'User ID' & 'Password' and go through the 'Self Help files' available in the Home Page after log in to the portal <http://etenders.gov.in>. They should also obtain Class III Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. Detailed instructions for online bid submission are attached in **annexure-3**. No registration fee would be charged from the bidders.

NOTE:

- i. Please note that there is no provision to take out the list of parties downloading the tender document from the above referred web site. As such, tenderers are requested to see the website once again before due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.
- ii. No separate intimation in respect of corrigendum to this NIT(if any) will be sent to tenderers who have down loaded the documents from website. Please see website i.e., <http://www.hecltd.com> or <http://www.etenders.gov.in>
- iii. HEC reserves the right to extend / change the schedule of any activity by intimating the bidders through a notification on the e-tender portal only.

The Following two covers shall be submitted through online CPP - portal by the bidders. Last date and time of submission of bids (cover I, II) is as per given dates. **No other modes of bid submission is acceptable.**

Cover – I: - Containing techno-commercial bid and Technical Specification (As per ITT, Enclosure-I (Commercial terms & Conditions) and Enclosure-II (Technical Specification))

Scan copy of documents to be uploaded required as per Annex- 1 – Proof of Tender Fee submission document (DD/BG/NEFT/RTGS), SSI/NSIC/MSME certificate (for exemption of tender fee) and other relevant documentary evidence (PO copy, performance certificate etc.)

3.0 Cover - II: Price Bid (BoQ)

The tenderer shall upload the digitally signed Schedule of price bid in the form of BOQ.xls *Bidders may please note, the schedule of quantities is attached in the portal. The same (BOQ) shall be downloaded and be filled in the editable (un protected) cells only and they should necessarily submit their financial bids in the format provided after entering the financial quotes, name of the bidder etc.*

4.0 Bid Opening Process is as below:-

Cover-I: Technical bid opening date will be as per given dates. If any clarification is needed from the bidder about the deficiency in his uploaded documents in Cover-I, the bidder will



be asked to provide it through Short fall documents folder in e-tendering portal. The bidder shall upload the requisite clarification / documents within time specified by HEC, failing which tender will be liable for rejection. Cover-II: The financial bids of the contractors / firms found to be meeting the qualifying requirements and technical criteria shall be intimated through portal. (Depending on Cover-I evaluation any changes in the date shall be intimated through e-tendering portal).

5.0 Earnest Money Deposit – The offers submitted shall be considered valid only when scan copy of EMD document .The scan copy of EMD document in form of DD/BG/Receipt of NEFT/RTGS have to be uploaded with the Techno- Commercial bid (Part 1) only.

Exemption of EMD shall be applicable on submission of valid SSI/NSIC/MSME certificate and as per prevailing govt guidelines. SSI/NSIC/MSME Certificate to be uploaded in Techno Commercial Part 1 . EMD detail as per the details mentioned below

- a. The Bidder shall submit EMD of **Rs. 1,00,000.00/- (Rs. One Lacs only)** in the form of Bank Guarantee (in prescribed enclosed proforma at *annexure-4*) / Bank Draft in favour of Heavy Engineering Corporation Limited, Ranchi from a Nationalised Bank / Scheduled Indian Bank.
- b. The validity of the Bank Guarantee shall be for a period of 120 days beyond the validity of the Bid.
- c. Tenders not accompanied with EMD shall be liable for rejection

The original EMD in form of DD/BG/Receipt of NEFT/RTGS should be reached us through courier or in person before the opening date of tender in following address

To , I/C /Purchase
PROJECT DIVISION
HMBP ADM. BUILDING (ANNEXE)
DHURWA, RANCHI- 834004
Fax. No. 0651-24015
Ph. No. 0651-2401266 / 2400562

Note :

1. No interest shall be payable on Earnest Money deposit.
2. Earnest Money of the unsuccessful bidders will be refunded after finalization of the contract on receiving a written request from the bidders.
3. The DD of the Application Fee and the DD/ BG of EMD shall be submitted with the Bid. The tender without application fee and earnest money shall be rejected.
4. The Earnest Money will be retained in the case of successful tenderer.
5. The Earnest Money deposited by the successful bidder will be refunded on receipt of required Security Deposit from the bidder.
6. EMD shall be forfeited if any tenderer withdraw their offer before finalization of the tender.

6.0 Tender Fee of Rs. 2,000.00/- (Rs. Two Thousands Only) in the form of Demand Draft in favour of Heavy Engineering Corporation Ltd., payable at Ranchi.

a) Tenders not accompanied with Tender Fee shall be liable for rejection.

Exemption of Tender Fee shall be applicable on submission of valid SSI/NSIC/MSME certificate and as per prevailing govt guidelines. SSI/NSIC/MSME Certificate to be uploaded in Techno Commercial Part 1.



The tender fee and EMD exemption is applicable to MSMEs subject to conditions given below:

- i. MSMEs participating in the tender must submit valid & authorised copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarised copy of the DIC certificate. The MSME's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSME's certificate matches with the nature of the services and goods /items to be supplied as per Tender.
- ii. Traders / resellers / distributors / authorized agents will not be considered for availing benefits under Public Procurement policy 2012 for MSMEs as per MSME guidelines issued by MoMSME.
- iii. The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
- iv. The MSMEs who have applied for registration or renewal of registration with any of the above agencies / bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption / preference.
- v. Where any aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offer from MSE units and all such facilities would be extended to these aggregators also.

7.0 PERIOD OF VALIDITY OF TENDER

Unless otherwise specified, the Tenderer shall keep his tender valid initially for a period of 120 days from the due date of opening of the tender.

8.0 LANGUAGE

The Tender shall be submitted in English language.

9.0 NO CLAIM OR COMPENSATION FOR SUBMISSION OF TENDER

The Tenderer whose Tender is not accepted shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with his submission of Tenders, even though HEC Ltd may decide to withdraw the Invitation of Tender.

10.0 INCOME TAX / SALES TAX CLEARANCE CERTIFICATE / PAN

The Tenderer shall furnish the Income Tax Clearance Certificate, Sales Tax Clearance Certificate and copy of PAN with the tender duly countersigned by the respective officer under the seal of the office. Failure to produce the requisite certificate with tender, their quotation is liable to be rejected.

11.0 CONFIDENTIALITY

Tenderer shall note that all data/drawings/specifications enclosed with Tender document is confidential. Tenderer shall keep all data/drawings in strict confidence and shall not copy or pass on any of the Tender papers etc. to any third party. Tenderer shall return the Tender documents alongwith the Tender.

12.0 NOTICES ON BEHALF OF HEC LTD

Notice and Certificate on behalf of HEC LTD in connection with the Purchase Order may be given by duly authorised officers of HEC LTD. Any modification which may become necessary in the interim period will be intimated to you as soon as possible.

13.0 PURCHASER's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS



The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

14.0 Tenderer to note that procurement shall be done on PACKAGE BASIS i.e L-1 firm will be decided based on combined lowest landed value for all tendered items / services by adding individual quoted values for all respective items and purchase order will be awarded to overall L-1 firm on **Package basis** .In case there is deviation against NIT Payment term, loading as mentioned at note of clause 6.0 of commercial terms will be applicable to arrive at L-1 firm.

15.0 General conditions of the contract :

Unless otherwise specified in the Terms & Conditions above, this order shall be governed by General conditions of contract of purchase of HEC Ltd, which is available in the web site of HEC.(www.hecltd.com):

Note:-

- 1. As per the govt. Guidelines it is to be specified clearly in your offer whether your firm is registered with SSI/NSIC/MSME and also confirm whether the firm is owned by SC/ST WOMEN Entrepreneurs or not.**
- 2. Pl. provide UAM no to avail Facilities of MSME.**
- 3. Please get registered your firm with HEC Ltd.**



HEAVY ENGINEERING CORPORATION LIMITED

PROJECT DIVISION

Annexure – 1 PART – I

(To be filled by the bidder and to be uploaded alongwith techno-commercial bid)

Quotation No.....

SI No.	Requisite		Remark
1	Submission of the offer with signed and stamped copy of annexure-A to R of commercial Terms & conditions(Enclosure-I)	Upload the relevant documents	
2	All NIT Items must be quoted otherwise offer shall not be considered as procurement is on Package Basis .	YES/NO	
3	Whether SSI/NSIC/MSME	Yes / No (In case yes, then upload certificate)	
4	Whether SSI/NSIC/MSME owned by SC/ST/WOMEN Entrepreneurs	Yes / No (In case yes, then upload certificate)	
5	Tender fee (Rs .2000.00/-) / EMD(Rs.. 100,000.00.-)	Yes / No (In case yes, then upload scan copy of DD/BG/Online receipt)	
6	Place of Service Location is the entire Madhuband Washery complex	Yes / No	
7	Payment Term (As per clause 6 of Terms & condition)	Yes / No (In case your answer is No, then please mention your term)	
8	Validity (one hundred and twenty (120) days from the due date of opening of the tender.)	Yes / No	
9	L.D. Clause (As per NIT Terms & conditions)	Yes / No	
10	Security Deposit (As per NIT Terms & conditions)	Yes / No	
11	GST	Yes / No, Applicable GST (%).....	
12	Whether Terms & Condition/Note etc. mentioned in the tender enquiry is acceptable to the tenderer	Yes / No	
13	GCC of HEC to be Accepted	Yes / No	

(Signature of Tenderer with seal)



Annexure - 2
PART-II (Price Bid)

1. The tenderer shall upload the digitally signed Schedule of price bid in the form of BOQ.xls
2. Bidders may please note, the schedule of quantities is attached in the portal. The same (BOQ) shall be downloaded and to be filled in the editable (un protected) cells only and they should necessarily submit their financial bids in the format provided after entering the financial quotes, name of the bidder etc.
3. Bidders to note that the price as per the offer is strictly to be mentioned under Part-II of Price bid and not to be disclosed in any manner under techno-commercial bid Part-I ,In case price of the bidder is disclosed under techno-commercial bid Part-I , the offer of the firm will be summarily rejected.
4. If any item/part of BOQ is not quoted then offer of the firm **shall not be considered** as procurement is on **PACKAGE BASIS**.



Annexure 3
Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- (ii) In case of any clarification please contact M/s NIC, before the schedule time of the submission of bid. Contact Person:- **Shri Kushal Kumar: 09852923855/ 7903884318**
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (v) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to *ensure that they do not lend their DSC's to others which may lead to misuse.*
- (vii) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- i) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.



PREPARATION OF BIDS

- i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by as specified in the tender documents. The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- v) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other



cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- vi) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vii) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- ix) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- x) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 **CPP Portal** Helpdesk.

Note: For any query related to registration and processing on the Portal please visit FAQ available at <https://etenders.gov.in/eprocure/app?page=FAQFrontEnd&service=page>

You may call the Helpdesk. The 24 x 7 Help Desk Numbers are

0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787

E-Mail: support-eproc@nic.in

Or

You may call to our service provider, :06512400562,06512401266

E-Mail: : projectpurchase@hecltd.com



Annexure 4
BANK GUARANTEE PROFORMA FOR
EARNEST MONEY DEPOSIT

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)
(TO BE ISSUED BY ANY NATIONALISED/SCHEDULED BANK
AUTHORISED BY RBI TO ISSUE A BANK GUARANTEE)

To:

Heavy Engineering Corporation Limited
Ranchi-834004

WHEREAS _____ *[name and address of Tenderer]* (hereinafter called "the Tenderer")

shall be submitting its Tender dated _____ *[date of the Tender]* for the work. *[name of the work]* (hereinafter called "the Tender").

KNOW ALL MEN by these present that we, _____ *[name of the bank]* of *[name of the country]* _____ having our registered office at *[address of the bank]* (hereinafter called "the bank"), are bound unto the Heavy Engineering Corporation Limited, P.O. Dhurwa, Dist. Ranchi (Jharkhand) (hereinafter called "the Purchaser") for the sum of *[amount of the Guarantee in words and figures]* for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents. SEALED with the Common Seal of the said bank this _____ day of _____ 200__.

THE CONDITION of this obligation are :

1. If the Tenderer withdraws its Tender during the period of Tender Validity specified by the Purchaser on the Tender form ; or
2. If the Tenderer withdraws having been notified of the acceptance of its Tender by the Purchaser during the period of Tender Validity :
 - (a) Fails or refuses to execute the Contract Agreement when required ; or
 - (b) Fails or refuses to furnish the Security-cum-Performance Guarantee Security (if any) in accordance with the Tender conditions.

We, _____ *[name of the bank]* undertake to pay to the Employer up to the above amount

upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it owing the occurrence of 1 or both of the 2 (a) or (b) specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including the date and any demand in respect thereof should reach the Bank not later than the date of expiry of this guarantee.

For and on behalf of the Bank.

Signature
Name
Designation
Common Seal of Bank

COMMERCIAL TERMS AND CONDITIONS

Tender No: HEC/PROJ/PUR/MADHUBAND/119-548

Dated 17.04.2021

DEFINITIONS:

EMPLOYER	Madhuband NLW Washery / Bharat Coking Coal Ltd. (BCCL)
PURCHASER	Heavy Engineering Corporation Limited
SUPPLIER	Successful Bidder
ITT	Instructions to Tenderer
Scope of service	Refer Technical Specification (Enclosure- II)
Site Engineer	Engineer In charge of Employer
Store/Site	Store/Site shall be the Store/Site of the Employer at Madhuband NLW Washery / Bharat Coking Coal Ltd. (BCCL), Dhanbad
Controlling officer	Site In charge of HEC at Madhuband NLW Washery Site

Sub: Open Tender Inquiry for awarding Rate Contract for providing Industrial Security services at Madhuband Washery complex , BCCL, DHANBAD on PACKAGE BASIS.

Sealed tender is invited from the eligible tenderers as per Technical Specification (Enclosure-II) for providing Industrial Security services at Madhuband Washery complex , BCCL, DHANBAD

The details of the tender are given below:

I. Introduction :

a) The proposed Madhuband washery is located in the vicinity of existing Madhuband Washery of BCCL in Block – II Area, P.O. Nudkherke, district of Dhanbad; state- Jharkhand, PIN-828307. The entire land for the proposed washery is in possession of BCCL. The drawing showing the site of proposed Washery and existing Madhuband Washery.

The proposed Washery is connected to Dhanbad town by an all weather road and located at a distance of about 35 Km from Dhanbad town. NH-32 passes through Dhanbad town and connects with NH-2, the distance being about 5 Km. The nearest Railway station Khanudih (South Eastern Railway) is about 3 Km by road. The nearest Airport is at Ranchi and its distance is about 160 Km by road from the proposed Madhuband NLW Washery. Distance of Kolkata port is about 300 Km from proposed Washery.

The climate is tropical with hot summer. The temperature during summer goes as high as 48.3°C in May-June. In winter (December to January) the temperature is about 5.1°C. The average annual rainfall varies between 259 mm to 872 mm. The maximum rainfall recorded so far is 863 mm in July 1990. The relative humidity varies from 27% to 91% between March to July. The proposed site is located in seismic zone III as per IS 1893.

A coking coal washery at Madhuband is proposed to be constructed to beneficiate 5.0 Mtpa NLW coal. This tender document broadly covers Installation of a Coal Washery Plant for NLW coal of



throughput capacity of 5.0 Million tonnes per annum (Mtpa) in the vicinity of existing Madhuband Washery of BCCL on BOM concept. The work includes planning, design & engineering, selection of necessary equipment & machinery, procurement, delivery, erection/ installation, testing, successful commissioning including PGT of coal washing plant and all allied activities for setting up of Coal Washery on BOM concept and ensure reliable, uninterrupted supply of desired quantity & quality of washed coal and middlings for the client(s) of BCCL.

Washery complex in general shall include the provision of raw coal receiving arrangement; main coal washing plant; delivery arrangement of washed coal and middling's; emergency stockpile of raw coal, washed coal & middlings and all allied facilities such as thickeners, slurry pond, different service buildings etc.

b) **Offers from competent bidders are invited as per the schedule of requirement as per enclosure-II. Offers to be submitted only through online mode at E-tender Portal i.e www.etenders.gov.in (Method of offer preparation and submission has to be referred from ITT. The details of the tender are given below:**

II. MANDATORY REQUIREMENTS FOR BIDDERS: (to be uploaded with the offer)

- a) *Five (5) years of similar work experience for providing qualified competent manpower for technical and non technical streams respectively to any **Reputed Government/ PSU/ Pvt. Organizations or Companies** to undertake their jobs along with work completion certificate duly issued by such companies. **Work Completion certificate is mandatory.***
- b) The bidder should be registered with Income Tax Authorities. The self attested/ or copies attested by notary public of PAN issued by the Authorities shall be attached with the bid.
- c) The bidder should be registered with GST department and self attested/ copy attested by notary public of GST registration certificate issued to the Service Provider shall be attached with the bid.
- d) The bidder should be registered with PF & ESIC authorities and self attested/ copy attested by notary public of the registration certificate of both PF & ESI duly issued by the authorities shall be attached with the bid.
- e) The bidders should give a declaration that they have not been banned or delisted by any Government or Quasi Govt. agencies or PSU's. If a bidder has been banned by any Government or Quasi Govt. agencies or PSU's that must be clearly stated and it may not necessarily be a cause for qualifying him. If this declaration is not given, the bid will be rejected as non responsive.
- f) Financial standing – Documents to be enclosed with the offer should be certified by bank, audited profit & loss account, Balance sheet, annual turn-over, access to adequate working capital.
- g) Bidders have to upload Affidavit as per Format given at Annexure G.
- h) Availability of key personnel for supervision and management of the work indicated.
- i) **The Contractor must possess a valid PSARA Certificate issued by Govt. of Jharkhand which is required to be provided at the time of submission of offer.**

II. PRE QUALIFYING CRITERIA AND EVALUATION CRITERIA OF BIDS:

1. Technical Qualifying Criteria

Experience of having successfully completed similar works in terms of deployment of experienced Nurses on contract basis to Reputed Government/ PSU/ Pvt. Organization or Companies during last 5 Years ending last day of month previous to one in which bid application is invited should be either of the following.

- Three similar completed works costing not less than Rs 22.00 Lacs (Rupees Twenty Two Lacs only) Or
- Two similar completed works costing not less than Rs 27.50 Lacs (Rupees Twenty Seven Lacs and Fifty Thousands only) Or
- One similar completed work costing not less than Rs 44.00 Lacs (Rupees Forty Four Lacs only)

Details with Value, Name of the Client etc are mandatorily to be uploaded as documentary evidences for Completion Certificate

Similar work” means Providing Security services in *Reputed Government/ PSU/ Pvt. Organizations or Companies* which consist of performing such work assignment as specified in Enclosure –II(Technical Specification) mentioned hereinafter in this tender having relevant experience.

Financial Qualifying Criteria

- 1) Average annual financial turnover of the service provider during last three (3) years, ending 31st March of previous financial year should not be less than **Rs 16.5 Lacs (Rupees Sixteen Lacs & Fifty Thousand Only)**. In this regard, Audited Annual Accounts, Profit & loss account, Balance sheet have to be furnished.

2. Evaluation criteria of Bids:

Technical Evaluation shall be considered on the basis of the following documents:

- a) Tenderer’s profile (refer annexure-A given hereinafter)
- b) Declaration of relationship(refer annexure-B given hereinafter)
- c) EMD
- d) Cost of Tender documents
- e) Pre-qualification criteria as mentioned above,
- f) Bidding Firms/Individuals will submit a copy of their PAN card related to Income Tax.

Other Conditions:

1.
 - g) The Bidding Concerns/Individuals shall categorically mention their own PF code number allotted by RPFC and submit a copy of registration certificate issued under Employee's Provident Fund and Miscellaneous Provisions Act 1952 may.
 - h) The Bidding Concerns/Individuals shall categorically mention their ESIC Registration number allotted by ESIC and submit a copy of registration certificate issued under the Employee's State Insurance Act, 1948.
 - i) Bidding Concerns/Individuals shall submit a copy of their Registration certificate issued as per the Private Security Agencies (Regulation) Act 2005.
 - j) Bidding Concerns/Individuals shall submit a copy of their GST Registration Certificate.

k) In respect of existing running Contracts, the tenderer shall submit a copy of Valid Labour License issued by the office of Regional / Asst Labour Commissioner, under section 12 of Contract Labour (Regulation and Abolition) Act 1970 as amended from time to time.

l) A copy of Partnership deed / Memorandum of Association is to be submitted, if applicable.

m) **Work Experience:** The tenderer will submit a List of Work-orders executed/ being executed rendering similar services [as defined above in paragraph (II)(A)(2)] with details in the format given below. The tenderer will also enclose therewith copies of all such listed work orders & Performance Certificates issued by the Principal Employer for the respective periods mentioned in the work orders. Copies of wage sheets, EPF and ESI challans for the last month of the respective periods shall also be required for ascertaining whether the tenderer is having requisite expertise in such works and has not failed in fulfilling the statutory obligations, e.g. wage payment, deposit of PF & ESI contributions, etc.

Format for submitting the details of work-experience

Sl. No	Name & Address of the Establishment	Turnover of the Estt.	No of employees in the Estt.	Period of Contract	Contract value	No of workmen deployed by the Contractor in the Security services (trade wise)	Types of Services provided

2. Corporation reserve the right to ask for any document in original which may be required for evaluation/ Clarification / Verification of the technical bid.
3. Submission of any document after opening of bid shall not be allowed unless asked for in writing.
4. Conditional offer in technical bid will be liable for rejection.
5. **Conditional** offer in price bid shall be straight away rejected.
6. For evaluation of technical / price bid and for execution of contract, the Corporation shall be guided by the GCC as in force at that point of time.
7. Every Tenderer will have to submit a declaration in support of the authenticity of the credentials submitted by him along with the Tender in the form of an AFFIDAVIT as per the format provided at ANNEXURE – G

3. Non-Disclosure Agreement / Confidentiality

The empanelled agency & its manpower shall maintain confidentiality of data, information and other matters in connection with the execution of any work awarded by HEC Ltd. The undertaking regarding confidentiality must be given at Non-Disclosure Agreement/ format given in **Annexure 'Q'**.

4. Commercial Terms & Conditions :

1. **The contract will be for a period of six months from the date of issuance of the Initial Work Order.**
2. The contract may be extended for further period of another six months at the discretion of the management at the same terms and conditions subject to satisfactory performance of work and acceptance of the contractor.
3. The contractor is not permissible to out-source / sub-let of a portion of the contract or complete contract work on his own.
4. The works will be performed at any location of entire Madhuband Washery complex and regulate movement of vehicles and persons at the entry/exit gates or any place as directed by the Site In-charge of HEC at Madhuband Washery Complex commonly known as Controlling Officer in consultation with the Executing Authority.
5. Complaint, if any, received from respective Executing Authority / Controlling Officer for non-performance of daily work assigned to a security worker, a suitable penalty will be deducted from the work bill.
6. The Bidders will be responsible for the safety of his security personnel at the work site. He will arrange protective safety items for his security personnel at his own cost Personal.

7. The Bidders shall comply with the instructions issued to him by the Executing Authority/ Controlling Officer from time to time.
8. Duties and Responsibility of security personnel:
- (a) The Security Supervisor will be responsible for overall security arrangement of the Company i.e entire Madhuband Washery complex and regulate movement of vehicles and persons at the entry/exit gates.
- (b) Security Supervisor will ensure that all the instructions of the Site In charge of HEC at Madhuband NLW Washery Site are strictly followed and there is no lapse of any kind.
- (c) No outsiders are allowed to enter in the Company campus without proper Gate Pass / Authorization issued by the Authorized Officer of the Company.
- (d) No items are allowed to be taken out without proper Gate Pass issued by the competent officers authorized by the employer for in-out movement stores.
- (e) Deployment of Guards/Gunman/Security Supervisors will be as per the instructions of the Site In charge of HEC at Madhuband NLW Washery Site and the same will be monitored by the concerned authorities from time to time for their optimum utilization.*
- (f) The Security Supervisor/Guard will also take rounds, of all the important and sensitive points of the premises in the company on daily basis. Security personnel shall also ensure door keeping duties.
- (g) The guards on duty will also take care of vehicles, scooters/motorcycles/bicycles parked in the parking sites located within the premises of the Company. The Guards will be responsible for parking of bicycles/motorcycles/Scooters, cars, etc./ only at specified places within the Company campus.
- (h) The Guards on patrol duty should take care of all the water taps, valves. Water hydrants, manhole covers, etc. installed in the open all over the premises.
- (i) It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
- (j) The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting materials available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.
- (k) In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the Company. Guards/ Supervisors should be sensitized for their role in such situations.
- (l) The Security Supervisor/Guards are required to display mature behavior, especially towards female staff and female visitors.
- (m) In case of any theft or pilferage either the security guard or security supervisor shall report the matter immediately to Site In charge of HEC and shall take up the matter with the police. If such loss is due to the negligence or absenteeism or by dereliction of duty by security personnel the same shall be recoverable by HEC Ltd from contractor.*
- (n) The Security Guard on duty shall not leave the premises under any circumstance until and unless his reliever reports for duty i.e., signing and handing over as well as taking over register.
- (o) Contractor should endorse Prevention of Corruption Act, 1988, India and / or any internationally reputed and respected anti-bribery act.
- (p) Contractor should have Customer Grievance Address Policy with dedicated 24 X 7 hotline to address complaints.
- (q) Training facility should be available in Jharkhand. It may alternatively be maintained here to keep your security personnel available at your disposal engaged in continuous training for making them fit and ready to serve.

(r) Contractor should have documented policies on Health and Safety, otherwise follow the Private Security Agencies(Regulation) Act 2005.

- (s) Contactor should have documented policies on Ethical practices, like Whistle Blower policy, etc, in lines encouraged by PSU's.
- (t) Contractor should provide uniform and salary related documents to its personnel.
- (u) Contractor should pay salary to their guarding forces by 10th of every month.
- (v) Each and every person to be rotated within the Site during their stay.
- (w) The Security agency will provide / ensure.
 - i) Round the clock security/ effective surveillance including approach road on three shift basis to provide complete security coverage to entire Madhuband Washery complex, its Installations, Materials, equipment, residents and personnel deployed at site premises. It will take instructions from Site In charge of HEC at Madhuband NLW Washery Site.
 - ii) Entry of visitors and their vehicle after proper checking & proper identification. A record of such visitors shall have to be maintained in the computer provide at gate.
 - iii) Prevent theft and / or damage of the properties of the company as well as that of the residents / personnel of the designated area. Keep the company premises free from street dogs & cats and prevent entry of stray animal.
 - iv) Security, surveillance and maintain regular liaison with police / district authorities to ensure prompt filing of FIR to avoid breach of peace.
 - v) Report in respect of any unauthorized / suspicious activity of anybody within entire Madhuband Washery complex and regulate movement of vehicles and persons at the entry/exit gates.
 - vi) Assistance in rescue activities in case of any major accident, natural calamities such as fire, earthquake, and civil disturbances.
 - vii) Proper system of security operation in consultation with HEC management to ensure rigorous and timely implementation. HEC management shall periodically review the system.

9. Method of quality and quantity measurement :

- b) The Controlling Officer will keep a record of accomplished assignment, on the basis of which the work bill of the tenderer will be verified. If the tenderer fails to get the allotted assignments completed, due to non-availability of his security personnel or any other reason, the payment will be made on pro-rata basis (expressed as man days lost due to absence).
- c) The number of security personnel as specified for each type of skill level (having specific price-rate) conveyed in writing through contract/work-order/amendments/communiqué has to be maintained on everyday. **For every number of short-supply of security personnel from the declared standard number of security personnel, as a penalty recovery at the rate double of the wage of said type of security personnel will be made.**
- d) The Controlling Officer will organize the quality and quantity measurement of the performance.

10. Inspection : Inspection of work will be done by the Executing Authority/ Site In charges of HEC at Madhuband Site/ Authorized executive by HEC.

11. Contractor's Responsibilities : In addition to the responsibilities stipulated in the respective clauses of this tender, the Contractor shall also fulfill the following responsibilities.

- a) *The contractor before the deployment of his security personnel will submit a list of his security personnel in duplicate to the Office of Site In charge of HEC at Madhuband NLW Washery Site. The original copy will be forwarded to the Site In charge of HEC at Madhuband NLW Washery Site for **issuance of Gate Passes** after due scrutiny.*
- b) The Bidder will provide attendance register for marking of attendance of his security personnel and submit monthly attendance data sheets to the respective Work Site.
- c) The contractor will grant leave to his security personnel as per their entitlement.



- d) The workmen engaged shall be given one day rest in a week, that is, one day after six consecutive days of physical work.
- e) The Contractor shall make wage payments to his security personnel only through Bank Account of the security personnel and submit proof thereof. No wage period should exceed one month. The contractor will make its own arrangements for fund to pay his security personnel on or before 10th day of every month even if payment by Corporation has not been made to them.
- f) The Contractor will submit proof of payment of Bonus and encashment of un-availed annual leave to its security personnel on the basis of their period of work performed at time of their separation/due date of payment.
- g) The agency shall have to pay gratuity amount to each workman for the period of contract and extension thereof at the end of the contract period or extension thereof. This amount will be calculated on pro-rata basis, @ 15 days last wages (Basic + DA) drawn by the workman for each completed year.
- h) The Contractor will take adequate precautions to avoid **damage or loss** to the Corporation's property and injury to any person. In case of any damage or loss or injury, the Contractor will be fully responsible and will have to compensate the damage. This will be without any prejudice to such other action, which the Management of the Corporation may take depending on the circumstances of the loss or damages or injury.
- i) The Contractor will report immediately to the Executing Authorities any accident occurred to his security personnel out of in course of their engagement inside the factory premises.
- j) *Once the work is completed in terms of the works contract, the contractor will prepare the final bill in **full and final settlement of the claim** duly certified by the Controlling Officer of the related work indicating that nothing is outstanding against the contractor.*
- k) The Contractor should either himself or his authorized representative be physically present **every day** during working hours and he or his representative will report to Executing Authorities daily for taking instructions and for coordinating the work and maintaining the various records i.e. quantum of works done, security personnel engaged etc. The acts done by the authorized representative shall be binding on the Contractor.
- l) The Contractor shall visit the site of work and get himself satisfied about the modalities and conditions of work as well as make necessary arrangement for the **safety and welfare** of his workmen such as protective-clothing, safety shoes, helmets, etc. before start of work.
- m) *The Contractor will have to submit daily report for the security personnel engaged on the day for work to the Site In charge of HEC at Madhuband NLW Washery Site with effect from the date of commencement of the work till completion.*
- n) **Compliance of statutory provisions (Refer Appendix-I):** The Contractor will strictly adhered to and comply with all statutory provisions including Government directives, guidelines issued by the Corporation time to time in the matter, or any related instrument having legal standing, failing which the actions as per Law may be taken against the Contractor.
- o) **Special responsibilities of the contractor:** The cost on account of the "Additional Responsibilities of the Agencies" under this clause is deemed to be included in the tendered rates.
12. HEC management reserves the rights to let other Agency also work in connection with the security and the Agency shall co-operate in the works for the introduction and execution of his/their works.
13. The Agency shall employ only competent and orderly persons to do the work. The HEC management shall have the right to ask the Agency / Agencies to remove from the work site any one of the faulty persons who in their opinion is undesirable and the Agency will have to remove him within twenty four hours of issue of such orders.
14. All accounts shall be maintained properly and the HEC shall have the right of access and inspection of such books of accounts etc. relating to payment of workmen considered necessary and HEC management may ask for proof of the payment made to the bank account of the workmen by the contractor.



15. The Agency shall at all times during the currency of the contract shall take insurance policy covering all risk, claims, damages, or compensation payable under the Employees' Compensation Act or under any other law relation thereto. The Agency shall ensure that the insurance policy / policies is / are kept alive during pendency of the contract by timely payment of premiums and it / they not be cancelled without the approval of HEC management and a provision is made to this effect in all policies, and similar insurance policies are taken by his sub-agencies if any. The cost of premium shall be borne by the Agency and it shall be deemed to have been included in the tendered rate.
16. HEC management may provide the client / agency / agencies free of cost internal telephone facility for effective management of security services for internal communication only. For safe custody of such instrument, the agency will ensure that these instrument / instruments are not lost, stolen, damaged or otherwise deteriorated. In case any instrument is damaged or lost or stolen during its custody, it will be agencies responsibility to replace the same free of cost to HEC, or HEC will recover the cost of the Instrument as on date.
17. Provision of Boarding and Lodging to its security personnel shall be the responsibility of the security Agency at their own cost. No boarding and lodging to security guards will be provided by HEC. However one ordinary type accommodation/ Barrack if available may be provided to the security in charge of the agency on payment of usual charges.
18. The Agency will deploy and carefully select well trained and motivated security personnel who are fully trained in security management system. 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 HEC / employed anywhere at the same point of time.
19. In case HEC points out that there is certain slackness in security management system in its premises, the Agency will review the situation and will provide additional manpower to augment the security setup within a reasonable time.
20. In case of breakdown of law and order or natural calamity the Agency will deploy reasonable number of additional manpower, as per instruction of HEC.
21. The HEC management may ask the Agency to increase / decrease the security manpower in any / all categories giving one month notice to the agency and the agency will comply the same forth with. Payment shall be made as per revised deployment and the same rates as per contract.
22. The Company may ask the Agency to provide sniffer dog & metal detectors for checking vehicles & personnel's during visit of any International and National level dignitaries or during strike etc. If agency fails to provide aforementioned security needs, HEC will be free to take services from any other agency and the cost of the same will be deducted at panel rate from the running account bill of the contractor / client / agency / agencies. The charges of providing these facilities cannot be challenged by the agency.
23. In order that Security Guards may not develop local bias/vested interest, the Agency shall change the deployment of guards such that no guard is deployed in HEC / designated area / premises for more than six months in one stretch. This cycle shall continue during the entire tenure of this contract. The cost of rotation of security personnel will be borne by the Agency.
24. No TA / any other claims will be accepted, for the duties defined in this contract.
25. It shall be binding on the security personnel of the agency not to divulge any confidential on sensitive information that comes to their knowledge directly or indirectly.
26. The agency will not deploy any security personnel who have been asked to leave or to be removed from HEC on disciplinary ground by HEC.
27. The agency will not deploy any security personnel who are having any criminal background or having any criminal case pending against him.
28. Cancellation of Contract: HEC shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to cancel the contract in full or in part, in the following cases:



- a) If the Agency commits default in proceeding with the services with due diligence and continues to do so even after a notice in writing from the Site In charge of HEC at Madhuband NLW Washery Site, then on the expiry of the period as specified in the notice.
Or
- b) If the contractor commits default/breach in complying with any of the terms and conditions of the contract and do not remedy it or fails to take effective steps for the remedy to the satisfaction of the Officer-in-charge, then on the expiry of the period as may be specified by the Site In charge of HEC at Madhuband NLW Washery Site in a notice in writing.
Or
- c) If the contractor obtains a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering.
Or
- d) If the contractor shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any valuable gift or consideration of any kind as an inducement or reward for act/acts of favour or disfavour in relation to the obtaining or execution of this or any other contract for HEC.
29. On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and HEC not being 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 HEC in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.
30. On cancellation of the contract or on termination of the contract, the Site In charge of HEC at Madhuband NLW Washery Site shall have the following powers:
- a) To carry out the incomplete work/services by any means at the risk and cost of the contractor.
- b) To recover the amount determined as above, if any, from any amount due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be called be called upon to pay the same on demand. The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the department shall not, however, arise in the case of termination of the contract for death/demise of the contractor as stated in NIT.
- 31. Compensation :** If, any loss of property belonging to HEC Ltd. and its employee takes place within the designated area, due to negligence on part of the Agency it shall be liable to compensate for 100% of the loss within 30 days of reporting of loss. In the event of such loss of property, a committee comprising of representative from HEC and the Agency shall be constituted. This committee shall comprise of one member each from the agency, Finance Deptt/Project Division/ HECLtd and Project Division/HEC Ltd. This committee shall prepare a report and assess the total value of loss. In event of any dispute, the decision of the Management of Heavy Engineering Corporation Limited Ranchi-834004 shall be final and binding.
- 32.** Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required at their own cost.
- 33.** During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the company, the company shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance guarantee.
34. If any money shall, as the result of any instructions from the Labour Authorities or claim or application made under any of the Labour laws, or regulations, be directed to be paid by the HEC, such money shall be deemed to be payable by the contractor to the HEC within seven days. The Company shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.



35. The contractor shall indemnify and hold the HEC harmless from and against all claims, damages, losses, injury, faults, breaches and expenses arising out of, or resulting from the work / services under the contract provided by the contractor.
36. The bidder shall have got itself registered with the concerned authorities of Labour Department Govt. of Jharkhand under contract Labour (R&A) Act 1970.
37. The contractor shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases. HEC will be at liberty to get anybody examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
38. Security staff engaged by the contractor shall not take part in any staff union and association activities in any manner either direct or indirect.
39. The contractor shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathies (staves) / ballams and other implements to security staff, stationery for writing duty charts and registers at security check points and records keeping as per requirements.
40. The company shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Company does not recognize any employee-employer relationship with any of the workers of the contractor.
41. As a result of post payment audit any over payment is detected in respect of any work done by the agency or alleged to have done to the agency under the tender, it shall be recovered by the HEC from the agency.
42. The contractor shall make arrangement for providing quick response teams [QRTs] in emergency situations.

5. Instructions to the Bidder for quoting Price :

1. **The Price Bid will comprise as per BOQ (Price bid Format). The Bidder shall quote rate payable by the Corporation to the Bidder. The Quoted price shall comprise of Basic component of salary +Statutory components which are CPF, ESIC,EDLI, Administrative Charges ,Bonus and Uniform outfit allowance (if applicable) as per Govt Statutory Norms and Service charges/Profit Margin of the bidder . The Quoted price of the bidder under BOQ of price bid will be firm and final and no extra claims whatsoever will be admissible.**
2. The Bidder should apply his mind to financial aspect, whether expressed or implied, of every clause mentioned in this tender in order to arrive at the rate to be quoted by him. Submission of Rate Analysis(Annexure-G) will give better understanding of different financial aspects involved therein.
3. The quoted rates should be inclusive of all taxes, royalties and other statutory levies applicable, if any **except GST**. During the tenure of contract, the Corporation will not take any liability for increase or variation in the rates of statutory taxes/ royalties / levies / remittances etc.
4. The tender will remain valid for 120 days from the date of opening.
5. The Bidders may inspect the places of work at Madhuband Washery complex with permission of DGM Site In charge/HEC at Madhuband Site before quoting the rates.
6. The Bidders should quote a workable rate. If a tenderer quotes **unworkable rates** and is considered for placement of order, the said tenderer will be asked to justify the rate quoted.

6. Bids offering rates which are lower than the minimum wages as prevailing in Jharkhand state for the pertinent category would be rejected.

7. Taxes and duties applicable :

1. The Contractors will get their GST Registration. The Contractors will submit receipt of payment of GST by them and also file necessary GST returns to enable the Corp. to avail input tax credit, failing which the amount advanced to them will be realized from their subsequent bills / EMD / Security Deposit.

2. All statutory Taxes and Duties except Goods & Services Tax (GST) as per prevailing rates are to be borne by the Bidder. However, if any new Tax or Duty is levied after issue of Letter of Acceptance/ Work Order, the same may be considered for reimbursement on request and submission of evidence.

3. HEC shall deduct from the bills any amount deductible on account of taxes under the provisions of law.

4. In case of any default / delay in payment of GST, wrong claim of CENVAT credit etc by the contractor / Service provided, HEC Ltd would not be responsible and in no case any such claim of the contractor / service provided will be entertained by the HEC Ltd.

8. Schedule of deviations :

Deviation, if any may be furnished by the Bidder in **Annexure-C& H**. The deviations projected by the tenderer should be related to the system laid down for smooth performance of the contract. The Management reserves the right to accept or reject the deviations of any Bidder wholly or in part without affecting the Tender Bids.

9. Payment terms :

1. Payment will be made once in month on satisfactory completion of work in a particular month after verifying the claims submitted by the contractor for the said month. The claims should be supported by all requisite documents pertaining to GST, payment of wages, CPF, Group Insurance, statutory taxes, etc. in respect of the preceding month.

2. There is a prescribed form for submitting the monthly claim against performance of security work, which can be collected from Site In charge of HEC at Madhuband NLW Washery Site.

3. Contractor has to submit his monthly running bills to the Executing Authority. The Executing Authority will verify the performance and recommend the payable amount as well as recovery against penalties and other amount, if any to Finance/Project Division / HEC for making payment accordingly.

4. The agency shall raise the Tax Invoice, in **quadruplicate**, along with a copy of record of hours (project wise) duly certified by HEC Site In-Charge of the respective site. Agency shall submit their invoice at the end of each month for the services rendered during the month.

5. The Tax Invoice shall accompany copies of PF & ESI Challan, attendance sheet, GST deposit Challan etc.

6. In case of unauthorized absence of deployed personnel from their Workplace, per day Salary and Service Charge shall be deducted against the running bills of Service Provider. Further for continuous three days of unauthorized absence, one day Salary and Service Charge both shall be deducted per each three days of absence against the running bills of Service Provider.

7. HEC Ltd reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

8. The payments will be made to the contractor through net banking/ RTGS etc. Refer **Annexure-L**.

10. Security Deposit :

- a. On acceptance of the Tender, the Successful tenderer shall furnish a Security Deposit for an amount equivalent to 10% (Ten percent) of the total value of the Contract, before signing of the agreement. The same shall be submitted in the form of a DD/Bank Guarantee. DD should be made in favour of "Heavy Engineering Corporation Limited" Payable at State Bank of India, Ranchi from any of the Nationalised Banks or Scheduled Banks in Ranchi and operable at Ranchi Jharkhand only. For BG, proforma of the same is attached at Annexure M.

b. In case the Successful Bidder is not capable to submit security deposit @ 10% of Total Contract Value either in the form of DD or BG , Security Deposit for 5% of Total Contract Value can be submitted in the form of DD/BG and rest 5% of Total Contract Value shall be retained against monthly RA Bill .

c. The total Security deposit shall be refunded to the successful bidder on completion of Work.

11. Liquidated Damage and Risk and Cost and compensation for damages :

1. **Liquidated Damages:** If the Contractor fails to complete the work within the stipulated period, the Contractor shall be liable to pay Liquidated Damages @ 0.5% of the value of unfinished part of work per week of delay or part thereof maximum to 10% of the total contract value.

2. **Cancellation of order and getting the work done on Risk and Cost of the Contractor :** If the order is terminated due to breach of contract on part of the contractor, the balance quantity of work will be got done from the alternative sources at the risk and cost of the contractor work after serving a 15 days' notice to contractor. The differential amount, if any, shall be recovered from Security Deposit and/or from any other bills of the contractor. The Company reserves its right to debar the contractor from participating into future tenders at any or all the Plants of the Company.

3. Contractor will be required to compensate in case any damage is caused in any form to the Corporation because of any acts attributable to the contractor or his agent or workmen.

12. Escalation :

The Corporation will not take any liability for increase on account of enhancement in the cost of labour, fuel oil or commodities or on account of price-rise during the contractual period and the extended period.

13. Additional terms and conditions :

1. **No-claim situations:** No claim on account of idle security personnel, interruption of work or any other account for any reasons whatsoever will be entertained.

2. **Extension of completion time:** Extension of completion time, if any, may be granted to the contractor by the Executing Authorities with due approval of the Competent Authority.

3. **Change in constitution / entity of tenderer / contractor:** In case of change in the constitution / entity of the tenderer / contractor, the tenderer / contractor will forthwith submit relevant documents in support of the change for acceptance / approval of the Competent Authority.

4. **Forfeiture of EMD and debaring future participation in tender bid:** In case any tenderer withdraws his offer after submission of bid or the successful tenderer deliberately withdraws his offer, his EMD shall be forfeited and he may be debarred from participating in future tenders for a period to be decided by the Competent Authority.

5. **Conduct of Contractor:** HEC reserves the right to suspend or terminate the contract forthwith and /or black list the contractor if a contractor is found to have committed any misconduct / malpractice.

6. **Supervisor:** Contractor or his authorized representative shall be supervisor who will take the instructions from the Site In charge of HEC at Madhuband NLW Washery Site and accomplish the work. The contractor will intimate his as well as his authorized representative's contact address and telephone numbers to the Site In charge of HEC at Madhuband NLW Washery Site to contact them in odd hours.

7. **Executing Authority/ Controlling Officer:** I Site In charge of HEC at Madhuband NLW Washery Site or their representatives will be the Controlling Officer of this contract. After award of the works contract, the Contractor has to take all necessary instructions/guidance from them only.

8. **Materials:** Materials required for performing the works shall be provided by the Contractor at his own cost.

9. **Declaration / Discloser of Relationship:** The Tenderer/bidder has to declare whether the Tenderer, Proprietor or any Partner of the partnership firm or Director of their Company, as the case may be, has any relation with any employee working in any Plant /Offices of HEC and if so the tenderer / bidder shall declare the name of such employee and his relationship. The tenderer / bidder shall also declare whether he has relationship with any of the Directors of HEC within the meaning of Section 6 of the Companies Act, 1956 and if so, he shall furnish the details thereof. The Tenderer, Proprietor / Partner / Director of the bidder firm / Company must submit a declaration whether any of his / their member(s) or relative(s) is/are partners / Director of any other bidder(s) participating in this bidding at the time of opening of Techno-Commercial bid. If so, only the lowest bid of such firms / Company shall be considered. The above shall be given in **Annexure-B**.

10. General Condition of Contract (GCC) and Special Conditions of Contract (SCC) will be binding on tenderers / contractors. GCC (**refer Annexure-F**), SCC and other specifications are available for inspection in the office of DGM//C/ Purchase & Contract Cell/ Project Div./ HEC Ltd , Ranchi-4 before submission of the offer on any working days during office time.

11. The Contractor will abide by the Corporation's Guidelines, Government Directives issued on the matters of engagement of Schedule Caste / Schedule Tribe, Persons with Disabilities, Women, Displaced persons, Wards of deceased employees etc.

12. All the Statutory Rules and Regulations, Govt. Acts, Corporation Guidelines issued or to be issued by the Corporation from time to time in the matter shall be binding to the contractor.

13. The parties to this contract at first instance shall make endeavour to settle by mutual discussion all the questions of disputes or differences arising out of, or relating thereto, or in connection with this contract and in the event of failure of settlement, Chairman-cum-Managing Director of the Company (HEC Limited) for adjudication by a Sole Arbitrator to be appointed by him (CMD of the Company) who (Sole Arbitrator) shall adjudicate the matter in question in accordance with the Arbitration and Conciliation Act 1995 (For short "Act") and publish the award. The parties shall have no objection if the Sole Arbitrator so appointed is an employee or ex-employee of HEC Ltd. If the Sole Arbitrator for any reason, whatsoever, becomes unable to proceed with the arbitration, the Chairman-cum-Managing Director of the company shall appoint his successor arbitrator who may proceed with the reference from the stage it was left by his predecessor subject to the provision of the Act. The venue of the arbitration proceeding shall be at Ranchi in the State of Jharkhand alone.

14. For any disputes arising out of this contract the jurisdiction shall be in the Courts at Ranchi.

15. **Constituents of tender** : The Tender Document, Letter of Acceptance, GCC and Agreement will form the part of Contract. In the event of varying or conflicting in any of the document(s) forming part of the contract, the Accepting Authority's decision / clarification shall hold good with regard to the intention of the document or contract as the case may be.

16. **Determination and Termination of Contract:** The Contract can be determined and terminated in terms of Clause 7 of the General Conditions of Contract. The contractor has to give **notice period of three** month to HEC for termination of the contract. HEC/Contract Giver will give a notice period of one month to the contractor for termination of the contract.

17. **Agreement:** The successful tenderer shall be required to enter into an agreement with the Company on a Non-Judicial Stamp Paper of Rs. 100.00 (Rupees One hundred only) as per the proforma prescribed by the Company, within 15 days from issue of Letter of Acceptance / Work Order. The cost of the required stamp papers for the contract agreement shall be borne by the Agency. After award of work and on execution of contract / issue of work order, as the case may be, the Agency shall be furnished, free of charge, one copy of contract agreement (i.e. certified true copy). The contract documents shall not be used by the Agency for any purpose other than this contract & the Agency shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

18. **Interpretation & Saving:**

- a) In case of any ambiguity with regard to interpretation of any clause of this contract the interpretation given by the Competent Authority shall be final and binding to the tenderer / contractor.
- b) M/s HEC Limited does not bind itself to accept the lowest or any tender and reserves the right to reject any or all tender bids without assigning any reasons thereof and may divide the work among two or more tenderers. The decision of the Corporation in this regard shall be final.

For And On Behalf Of
Heavy Engineering Corporation Limited

DGM/I/C/PUR & Contract Cell
Project Division/HEC

**STATUTORY REQUIREMENT AND LABOUR LAWS**

As a part of the contract, the following shall be strictly adhered to in compliance with Statutory Obligations and Labour Laws, which will be checked time to time by respective representatives of HEC:

1.0 ADHERENCE TO LABOUR LAWS:

1.1 The contractor shall be required to obtain Labour Licence for engagement of workers from the Competent Authority before commencement of the work under the provisions of Contract Labour Regulation & Abolition Act, 1970.

1.2 The Contractor shall be required to abide by the provisions of the Contract Labour (R&A) Act 1970, Payment of wages Act, 1936, the Employees' Compensation Act 1923, the Factories Act 1948, the Employees Provident Fund and Misc. Prov. Act 1952, the Employee State Insurance Act 1948 and all their subsequent amendments and rules framed there under. In the event of Contractor failing in making necessary statutory remittance, the same will be deducted from the Contractor's Bills.

1.3 The contractor shall submit applications forwarded by the Controlling Officer/Executing Authority of the concerned department to Contract Cell for obtaining photo gate pass of his labours. The Contractor shall follow the Gate Pass procedure.

1.4 The Contractor shall issue employment card and wage slip to all workers engaged by him.

1.5 The Contractor shall maintain the following major Registers :

- i) Register of Persons employed by the Contractor (**Form-XIII**). Note that it should also have colour stamp size photograph of the person, his date of birth and the validity period of the gate pass (access permit)
- ii) Register of Wages (**Form - XVII**)
- iii) Muster Roll (**Form – XVI**)
- iv) Register of Deduction of damage or loss (**Form-XX**)
- v) Register of Fines (**Form-XXI**)
- vi) Register of Advance (**Form-XXII**)
- vii) Register of Overtime (**Form-XXIII**)
- viii) Register of Accidents as per Factories Rules 1950
- ix) Register for payment of leave wages
- x) Registers relating to PF, ESI, Bonus, etc.
- xi) Attendance Register
- xii) Monthly Book of office copy of Wage Slip (Form-XIX) issued

1.6 The Contractor shall be under obligation to send the returns to the Licencing Officer and other competent authorities as are required under different provisions of Law.

2.0 ACCIDENT/INSURANCE

2.1. The contractor must inform about occurrence of any accident involving his labours to the Safety Officer and also his Controlling Deptt as well as Contract Cell immediately after the occurrence. The Contractor shall be liable to arrange prompt medical attendance and care of the injured labours and also shall be liable to make payment of compensation as per the Employees' Compensation Act, 1923. All expenses on this account shall be strictly born by the Contractor. However, first aid in the Plant/First Aid Post and Ambulance shall be provided to the Contractor's Workmen.

2.2. The Corporation shall not bear any responsibility for payment of compensation/medical expenses in case of accidents/ death of his labours.

3.0 SAFETY & HEALTH

3.1 The contractor will ascertain the nature and types of Personal Protective Equipments [PPEs] to be provided to his labours from the Executing Authority / Controlling Officer or In-charge of Safety Dept/HEC before beginning of the contract / work. In case of failure of the contractor to supply the PPE to his workmen the same shall be supplied by the Corporation at the cost of Contractor and such costs will be recovered from the bill of Contractor.

3.2 During working hours, wearing loose clothes, smoking, spitting and gossiping and entering inside the plant in an intoxicated condition is strictly prohibited and it is the responsibility of the Contractor to ensure that his workers abide by the same.

3.3 The Contractors shall provide maternity benefits to female workers as per the provision of the Maternity Benefits Act, 1961.

3.4 The contractor shall have to get their workman examined by a registered medical practitioner, preferably by HEC Plant Hospital at his own cost. There are two types of medical examination i.e. (i) pre-employment medical examination and (ii) periodical medical examination. The examination reports shall have to be submitted to the I/c Security/Contract Cell in the prescribed format to HEC. The medical examination will include X-ray of chest, and alimentary canal (Rectum and bacteriological exam of faces/urine) test and Routine blood examination besides other tests.

3.5 If contractor fails to do so, a penalty medical examination shall be done by the Corporation at the cost of the contractor.

Signature of Tenderer.

Name:

Date:

Seal:

Annexure-A

TENDERER'S PROFILE

The tenderers are to furnish the following particulars.

1. Name of the tenderer:
2. Status of the tenderer (Individual / Proprietary Business concern / Partnership firm / Cooperative Society/ Registered Society / Company / etc.):
3. Name & address of the Proprietor/Partner/Directors alongwith contact phone No.(If required separate sheet may be attached):
4. Office-post/title or the position held by the tenderer:
5. Office Address of the tenderer and its Phone No., Fax & e-mail, etc.:
6. Local address, if any, for immediate contact,:
7. Name, full address and contact phone number of Site Incharge of the tenderer:
8. Name, full address and contact phone number of Legal heirs, particularly first class, of the tenderer (if required separate sheet may be attached) whose status is individual or proprietary business concern.
9. Any other information:

Signature of Tenderer.

Name:

Date:

Seal:

TECHNICAL BID

Annexure-B
DECLARATION / DISCLOSURE OF RELATIONSHIP

1	Whether the Tenderer, Proprietor or any Partner of the firm or Director of the Company, as the case may be, has any relation with any employee working in any Unit/Plant/Office of HEC?	Yes/No If yes, give detail in the Table below.
2	Whether the Tenderer, Proprietor or any Partner of the firm or Director of the Company, as the case may be, has any relationship (within the meaning of Section 6 of the Companies Act 1956) with any of the Directors of HEC?	Yes/No If yes, give detail in the Table below.
3	Whether the Tenderer, Proprietor or any Partner of the firm or Director of the Company, as the case may be, has any relation with any partner / Director of any other bidder(s) participating in this Bid.	(To be furnished after opening of the Technical Bid)

Sl. No.	Name, P.No., Designation, Posting of the employee(s) / Director of HEC related to the Tenderer, Proprietor or any Partner of the firm or Director of the Company, as the case may be	Relationship	Signature of employee(s)/ Director concerned

I/We declare that information furnished above are correct to the best of my/our knowledge. I/We understand that if any information furnished above is found to be wrong at any point of time, my bid / work order shall be cancelled, EMD shall be forfeited and my/our firm shall be kept in business holiday as deemed fit by the Corporation.

Signature of Tenderer.

Name:

Date:

Seal:

Annexure-D
UNDERTAKING

1. I / We hereby declare that I/we have carried out successfully works of large magnitude in nature to the work embraced in this Tender and have adequate organization and experienced personnel to handle this type and magnitude of works.
2. I / We also hereby declare that I/we have seen and studied carefully before submitting the Tender, the technical aspects of the work and terms & conditions, General Conditions of Contract, Special Conditions of contract, Bill of Quantity and description of work, etc. and I/we am/are aware that all the above Tender Documents relating to the said work will be binding on us.

Signature of Tenderer.

Name:

Date:

Seal:

Annexure-E

LIST OF DOCUMENTS AND ENCLOSURES ATTACHED

I/We have gone through the Tender Documents and I/we am/are submitting my/our offer for doing the work as specified in the tender documents. I/we am/are submitting the following documents for your kind consideration:

SI	Documents required as enclosures	Particulars of documents
1.	Demand Draft / BG towards Earnest Money	
2.	Demand Draft towards Application fee for tender	
3.	Income tax returns / Annual Returns pertaining to last 3 years	
4.	Copies of Contract Completion / Work Order / Performance Certificates in support of experiences of "similar work" executed during last seven years attached to a list of such copies	
5.	Tenderer's Profile (Annexure – A)	
6.	Declaration/ Discloser Of Relationship (Annexure – B)	
7.	Schedule of Deviations (Annexure – C)	
8.	Undertaking (Annexure – D)	
9.	CPF Registration Certificate*	
10.	Labour Licence*	
11.	Insurance Coverage Certificate* (General Insurance Scheme under LIC or EDLI)	
12.	GST Registration Certificate	
13.	Tenderer must declare that he/his organization has not been convicted or blacklisted by any PSU or Govt. Annexure-E-4	
14.	PAN No.	
15.	A certified copy of Registration Certificate in case of a Cooperative Society	
16.	A certified copy of Passed resolution for taking up the work on contract and authorizing its representative to file tender on its behalf	
17.	The Contractor must possess a valid PSARA Certificate issued by Govt. of Jharkhand which is required to be provided at the time of submission of offer.	
18.	Annexure-R (To be uploaded)	

*to be submitted consequent to award of contract

I/We confirm that the information furnished in the documents enclosed with the tender are correct to the best of my/our knowledge and I/We agree to comply with all the conditions stipulated in the Tender Documents.

Signature of Tenderer.

Name:

Date:

Seal:

General Terms & Conditions

A. Definitions:

‘Employer’ or ‘Department’ or ‘Management’ or “Heavy Engineering Corporation Limited (HECL)” or ‘Company’ means the Heavy Engineering Corporation Limited (HECL) who will employ the agency represented by the appropriate authority.

- a. The word “contractor/Agency” wherever occurs means the successful Bidder/Agency who has deposited the necessary Earnest Money and has been given written intimation about the acceptance of tender and will include legal representative of such individual or the successors and permitted assignees of such individual, firm or company, as the case may be.
- b. “Accepting Authority” shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered on behalf by the company.
- c. “The Site” shall mean the site of the contract/ work/ services.
- d. A ‘Day’ shall mean a day of 24 hours from midnight.
- e. The “contract” shall mean the tender as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred as contract document.
- f. The “work” shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the employer, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- g. “Contract amount” shall mean the total sum arrived at based on the individual rates quoted by the lowest bidder to whom the work may be awarded, which also includes various items shown in the schedule of quantities of tender document as accepted by the company with or without any alteration as the case may be.
- h. “Written Notice” shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in persons to the contractor or to a member of firm or to an office of the firm for whom it is intended, or of delivered at or sent by registered mail to the last business address known to the sender who gives the notice.
- i. “The Letter of Acceptance of Tender” means letter giving intimation to the contractor that his/her/their tender has been accepted in accordance with the provisions contained in that letter.
- j. “Act of insolvency” means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals where the context so requires.
- k. “Contract Documents” shall mean the following:
 - a) Notice Inviting Tender/Detailed Tender Notice
 - b) Articles of Agreement/ letter of Acceptance of Tender/Work order/ Letter of intent.
 - c) Detailed Tender/General & Special Terms & Conditions of Contract / Scope of Work / All Annexure.
 - d) Pricing schedule accepted by Heavy Engineering Corporation Limited (HECL).

B. General :

- a. **The Eligibility & Selection Criteria of the Manpower for security at Entire Madhuband Washery complex to be provided by Successful bidder shall solely be the discretion of HEC Ltd. The successful bidder will have no right to raise any objections on selection criteria/ methodology to be adopted by HEC with regard to selection of eligible candidates.**
- b. **During the process of Selection , the actual years of experience of selected Candidates may vary and the Escalation duly quoted by Successful Bidder will be applicable accordingly (in case there) for**

increase in years of experience above 2 Years for Nurses. In case of Candidates having experience more than 5 Yrs, the monthly remuneration will be paid to them equivalent to 5 Yrs of experience.

- c. The Manpower provided by the service provider will be on the rolls of the Manpower Providing Firm.
- d. For the present manpower engaged will be for a period of up to 3 years but may be terminated earlier by giving 3 months advance notice for each individual person so provided.
- e. The Service Provider/ Agency must have proper mechanism for intake, verification of candidates' character and antecedents, Management and Placement of the skilled manpower. The persons engaged by the Agency should not have any adverse Police records/ criminal cases against them. The Agency would be responsible to make adequate enquiries about the character and antecedents of the persons before their engagement for the purpose. The Character and antecedents of each personnel will be got verified by the service provider before their deployment through the local police. Proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect should be submitted to HEC Ltd. The service provider will also ensure that the personnel deployed are medically fit. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request from HEC Ltd.
- f. The bidder will be bound by the details furnished by them to HEC Ltd, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable or legal action besides termination of contract. Price/ Financial bid of only those tenderers whose offers are declared technically suitable shall be evaluated.
- g. Selection of the eligible & suitable candidate shall be decided by conducting Interview by Service Provider. HEC representative may be invited in the Selection Process.
- h. The contracting company/ firm/ agency shall furnish following documents in respect of the persons who will be deployed by it in HEC Ltd before the commencement of work.
 - i. List of persons shortlisted containing full details i.e. date of birth, marital status, address, educational and professional qualifications, experience etc.
 - ii. Bio-data of the person with photograph affixed.
 - iii. Character certificate from a Gazetted officer of the Central/ State Government
 - iv. Certificate of Verification of antecedents of persons by local police authority.
 - v. A committee as appointed by Successful bidder will evaluate the documents of selected Candidates.
- i. All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria.
- j. The Agency shall depute a co-ordinator, out of the deployed personnel, who would be responsible for immediate interaction with the authorities of HEC Ltd so that optimal services of the persons deployed by the agency could be availed without any disruption.
- k. The service provider shall engage necessary persons as required by HEC Ltd from time to time. The said persons engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to **pay their salary/ salary in time i.e. before 7th day of every month. There is no master & servant relationship between the employees of the service provider and HEC Ltd** and further the engaged person of the service provider shall not claim any absorption.
- l. The service provider's personnel shall not divulge or disclose to any persons of any details of office, operation process technical know-how, security arrangements and administrative organizational matters as all are confidential/ secret in nature.
- m. The service provider's personnel working should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of HEC Ltd. The service provider shall be responsible for any act of indiscipline on the part of the personnel deployed by him.

- n. The service provider will have to remove from the office, any debarred persons, who is found incompetent or for his/ her/ their misconduct and the service provider shall forthwith replenish such requirements. The service provider shall replace immediately any of its personnel, if they are unacceptable, to HEC Ltd because of any security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
- o. The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
- p. The transportation (TA&DA), food, medical and other statutory requirement in respect of each personnel of the service provider shall be borne by the service provider.
- q. The service provider will provide the required number of personnel for a shorter period also, in case of any exigencies as per the requirement of HEC Ltd. The Service Provider will provide the required nos of security persons as per Annexure-II , however in case there is any increase or decrease in total nos of security persons at a later date as per HEC requirement, the same will be executed by the Service Provider as per same Rate, Terms and Conditions of the Contract.
- r. **The service provider shall provide a substitute well in advance, if there is any probability of the persons leaving the job due to his/ her own personal reason, the payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.**
- s. The service provider shall be contactable at all times and message by phone/ mail/ Fax/ Special Messenger from HEC Ltd to him/ her shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by HEC Ltd implementing the Contract from time to time.
- t. HEC Ltd shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the engaged personnel.
- u. That the agency on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission or omission on the part of its staff or its employees etc. If HEC Ltd suffers any loss or damage on account of negligence, defaults or theft on the part of the personnel of the agency, then the agency shall be liable to reimburse the pecuniary value of the loss, as decided by HEC Ltd for the same. The agency shall keep HEC Ltd fully indemnified against any such loss or damage.
- v. On the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute of account of termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
- w. The service provider must provide Identity card to its personnel which should be different from those used by the regular personnel of HEC Ltd. Ranchi. Sample of Identity card will have to be submitted by the service provider for approval of HEC Ltd. Ranchi.
- x. **SITE-IN-CHARGE:** Service provider or his authorized representative shall be Site-in-Charge who will take the instructions from the Executing Authority/ Controlling Officer and accomplish the work. The Service Provider will intimate his as well as his authorized representative's contact address and telephone number to the Executing Authority/ Controlling Officer to contact them.
- y. The age limit of personnel should not exceed 35 years.

C. Financial

- a. **Bids offering rates which are lower than the minimum wages as prevailing in Jharkhand state for the pertinent category would be rejected.**
- b. **GOODS & SERVICE TAX (GST):** Price of all bidders must be exclusive of GST and they are required to indicate **GST in percentage (%) or value** separately in their **Price bid**



(Part-II). Applicable **GST** is payable to **successful bidder** extra. Payment of **GST** will be made to **successful bidder** on the basis of timely submission of **GST invoice** as per **GST rule** and submission of all documents as per payment terms. The payment of **GST** will be regularized against submission of documentary evidence, the successful bidder has to file **GST return** as per **GST rule** so that **ITC (Input Tax Credit)** shall pass on to HEC account. If loss occurs in taking credit of **GST** by HEC due to the fault or error of **successful bidder**, the same will be recovered from next bill of **successful bidder**. Any increase in **GST** after expiry of the specified completion period of the contract will not be entertained by **HEC**.

- c. Other statutory deduction as per **Income Tax & GST (TDS)** will be applicable.
- d. **Conditional quoted rates** will not be considered and such offers will be rejected.
- e. In the event of non-execution of the contract or withdrawal before expiry of validity period, the Earnest Money/ Security Deposit will be forfeited.
- f. The security deposit will be forfeited in case if supply of manpower is delayed beyond the period stipulated by HEC Ltd or noncompliance of the terms of agreement by the service provider or frequent absence from duty/ misconduct on part of manpower supplied try the agency.
- g. The agency shall raise the Tax Invoice, in **quadruplicate**, along with a copy of record of hours (project wise) duly certified by HEC Site In-Charge of the respective site. Agency shall submit their invoice at the end of each month for the services rendered during the month.
- h. The Tax Invoice shall accompany copies of PF & ESI Challan, attendance sheet, GST deposit challan etc.
- i. In case of unauthorized absence of deployed personnel from their Workplace, per day Salary and Service Charge shall be deducted against the running bills of Service Provider. Further for continuous three days of unauthorised absence, one day Salary and Service Charge both shall be deducted per each three days of absence against the running bills of Service Provider.
- j. HEC Ltd reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

D. Fraud and Corrupt Practices

- a. The applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, HEC Ltd may reject an application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice undesirable practice or restrictive practice in the bidding process.
- b. Without prejudice to the rights of HEC Ltd under Clause C (a) , hereinabove, if an Applicant is found by HEC Ltd to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender issued by HEC Lid during the period such Applicant is found by HEC Ltd to have directly or indirectly or through an agent, engaged

or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may.

- c. For the purpose of this clause C (a), the following terms shall have the meaning hereinafter respectively assigned to them.
- i. **“Corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;
 - ii. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - iii. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person’s participation or action in the Bidding Process;
 - iv. **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - v. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicant with the objective of restricting or manipulating a full and fair competition in the Bidding Process;

E. Legal

- a. The Service Provider shall be responsible for compliance of all statutory provisions relating to Minimum salary Act, Provident Fund Act, Employees State Insurance Act, Payment of salary Act, Factories Act, etc. In respect of the persons deployed by it in HEC Ltd.
- b. It is obligatory on the Service Provider to ensure that salary should be not less than the minimum salary fixed by the central govt./ state govt. which is available from time to time and all statutory requirements such as provident fund, employees’ state insurance and bonus etc. must be incorporated in salary.
- c. The Service Provider shall also be liable for depositing GST on account of service rendered by it to HEC Ltd to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- d. The Service Provider shall maintain all statutory registers under the applicable laws. The Agency shall produce the same, on demand to the concerned authority of HEC Ltd or any other authority under Law.



- e. The agency shall be responsible for payment of salary/salary to each personnel employed by him and such salary shall be paid on or before 7th of every month to their respective bank account. Further it is ensured that the service provider should complete the process of payment of salary to the personnel before submitting the Tax Invoices to HEC Ltd.
- f. It is obligatory on the Agency to ensure all statutory requirements such as Provident Fund, Employees State Insurance and Bonus etc. must be incorporated in salary. Also annual increment must be given by the service provider to their employees.
- g. The personnel deployed shall not be below the age of 18 years and not above 35 Yrs and they shall not interfere with the duties of the employees of HEC Ltd.
- h. In case, the tendering Agency fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof HEC Ltd is put to any loss/ obligation, monetary or otherwise, HEC Ltd will be entitled to get itself reimbursed out of the outstanding Tax Invoices or the Performance Security Deposit of the Agency, or the extent of the loss or obligation in monetary terms.
- i. The service provider's personnel shall not claim any benefit/ compensation/ regularization or services from HEC Ltd under the provision of Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to HEC Ltd.
- j. In case of breach of any terms & conditions stipulated in the contract, the performance security deposit of the Agency will be liable to be forfeited by HEC Ltd besides annulment of the contract.
- k. For all intents and purposes, the service providing Agency shall be the "Employer" within the meaning of different Labour Legislations in respect of Attendants so employed and deployed in HEC Ltd. **The persons deployed by the Agency in HEC Ltd shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against Heavy Engineering Corporation Ltd, Ranchi.**
- l. **Discloser of Relationship:** The Bidder has to declare whether the proprietor or any partner of the partnership firm or Director of their Company, as the case may be, has any relation with any employee working in any Plant/ Offices of HEC and if so the bidder shall declare the name of such employee and his relationship. The bidder shall also declare whether he has relationship with any of the Directors of HEC within the meaning of Section 6 of the Companies Act, 1956 and if so, he shall furnish the details thereof. The Proprietor/ Partner/ Director of the bidder firm/ Company must submit a declaration whether any of his/ their member(s) or relative(s) is/ are partners/ Director of any other bidder(s) participating in this bidding at the time of opening of Techno-Commercial bid. If so, only the lowest bid of such firms/ company shall be considered.
- m. **Agreement:** The successful bidder is required to enter into an agreement with the company on a Non-Judicial Stamp Paper of Rs. 100.00 (Rupees One hundred only) as per the proforma prescribed by the Company within 15 days from the date of issue of Letter of Acceptance/ Work Order.

- n. Service Provider is required to cover all the personnel engaged by him under ESI as applicable. In case of any accident, the Corporation will not be liable to pay any compensation.

F. Compliance of statutory provisions:

- i. The Provident Fund Contribution @ 12% (or as applicable) made from the deployed personnel's salary and equal amount as Service Provider contribution shall be deposited with the EPF Authority by the Service Provider under the provisions of Employees Provident Fund and Miscellaneous Provision Act 1952. If it is not deposited by the Service Provider, the same shall be deducted from the bills of the Service Provider and deposited by the Company to the concerned authority.
- ii. The ESI Contribution payable to the Corporation (w.e.f 01.07.2019) in respect of deployed Personnel shall comprise of Employer's Contribution and Personnel's Contribution at a specified rate. The Personnel's contribution rate is @ 0.75% (or as applicable) of Salary and that of Employer's is @ 3.25% (or as applicable) of the Salary paid /payable in respect of the Personnel in every Salary period. Personnel in receipt of daily average salary up to Rs 176 (w.e.f 01.09.2019) are exempted from payment of Contribution. Employer will however contribute their own share in respect of these Personnel. If ESI as per said Rule is not deposited by the Service Provider, the same shall be deducted from the bills of the Service Provider and deposited by the Company to the concerned authority. However in case of deposition of ESI to the Concerned authority by the Service Provider, HEC shall reimburse the actual amount to the Service Provider on production of documentary evidence.
- iii. All the Statutory Rules and Regulations, Govt. Acts, guidelines issued by the corporation from time to time in the matter shall be followed.
- o. The Courts at Ranchi will have exclusive jurisdiction for any issue / dispute arising out of or in connection with this contract.

G. Contractor's Responsibilities:

- a. The Service Provider will grant leave to his personnel as per their entitlement. The personnel are to be engaged on all working days of the month except National/Festival Holidays. In case of exigency of work the Service Provider may engage his personnel on National / Festival Holidays. In that case the personnel engaged should be suitably compensated by grant of compensatory leave in lieu of National/Festival Holidays. Leave policy of the service provider must be as per government norms.
- b. The personnel engaged shall be given one day rest in a week.
- c. No salary period should exceed one month.
- d. The Service Provider will make its own arrangements for fund to pay his personnel **on or before 7th day of every month** even if payment by Corporation has not been made to them.
- e. The Service Provider will take adequate precautions to **avoid damage or loss** to the Corporation's property and injury to any person. In case of any damage or loss or injury, the Service Provider will be fully responsible and will have to compensate the damage. This will be without any prejudice to such other action, which the Management of the Corporation may take depending on the circumstances of the loss or damages or injury.



- f. The Service Provider will report immediately to the Executing Authorities any accident occurred to his personnel out of in course of their engagement inside the factory premises/ Project sites.
- g. Once the work is completed in terms of the works contract, the Service Provider will prepare the final Tax Invoice in **full and final settlement of the claim** duly certified by the Controlling Officer of the related work indicating that nothing is outstanding against the Service Provider.
- h. The Service Provider should either himself or his authorized representative be physically present **every day during working hours** and he or his representative will report to Executing Authorities daily for taking instructions and for coordinating the work and maintaining the various records i.e. quantum of works done, personnel engaged etc. The acts done by the authorized representative shall be binding on the Service Provider
- i. The Service Provider shall visit the site of work and get himself satisfied about the modalities and conditions of work as well as make necessary arrangement for the **safety and welfare of his personnel** such as protective-clothing, safety shoes, helmets, etc. Before start of work.
- j. The Service Provider will have to submit **daily report for the personnel engaged** on the day for work to the Controlling Officer with effect from the date of commencement of the work till completion.
- k. The Service Provider shall strictly adhered and comply the following statutory obligations and Labour Laws :
 - i. The Service Provider shall be required to obtain Labour Licence for engagement of personnel from the Competent Authority before commencement of the work.
 - ii. The Service Provider shall submit applications forwarded by the Controlling Officer/ Executing Authority of the concerned department to Contract Cell for obtaining photo gate pass of his personnel.
 - iii. The Service Provider shall follow the Gate Pass procedure.
 - iv. The Service Provider shall issue employment card and salary slip to all personnel engaged by him.
 - v. All the personnel of the Service Provider should be enrolled as member of the Provident Fund and PF contributions of the personnel are to be deducted from the salary paid to them. The same is to be remitted along with an equal amount (Employer's Share) to Regional Provident Fund Commissioner, Ranchi (RPFC) to the State Bank of India against the Provident Fund Code No. Allotted to the Contractor within 15 (fifteen) days of each month with intimation to concerned department of HEC Ltd..
 - vi. The Service Provider shall submit all relevant returns / reports to the RPFC within the specified dates and maintain all records properly.
 - vii. The Service Provider shall maintain Registers under the provisions of the Factories Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Salary Act, 1936 etc and rules made there under.



- viii. The Service Provider shall send the returns / reports to the Licensing Officer and other concerned authorities as are required under different provisions of Law.
- ix. The Service Provider shall be required to ensure his personnel **under the Death Cum Injury Policy of the** Insurance Company, Required premium shall be borne by the service provider. The corporation shall not bear any responsibility for payment of compensation medical expense in case of accidents of these personnel.
- x. The service provider shall have to get their personnel examined by a registered medical practitioner, preferably by HEC Wellness centre at their own cost. There are two types of medical examination i.e. (i) pre-employment medical examination and (ii) periodical medical examination. The examination reports shall be submitted to the Contract Cell in the prescribed format. If contractor fails to do so, a penalty as deemed fit shall be levied and medical examination shall be done by the Corporation.

Note: GCC of HEC Can be downloaded from tender section of HEC website (www.hecltd.com)

Annexure-G

**PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE
TENDERER ON NON JUDICIAL STAMP PAPER OF RS. 20/-**

AFFIDAVIT

I, _____ Partner/Legal Attorney/Proprietor/Accredited
Representative of M/s _____ solemnly declare that:

1. I/We are submitting tender for the work

_____ against Tender Notice No. _____ Dtd. _____

2. My self or our partners / directors do not have any relative working in HECL OR The following HECL employees are related to me/partner/director of the firm indicated below:

Sl.No.	Name of HECL Employee with Designation	Related to Shri

***Strike-out whichever is not applicable.**

3. I/We undertake not engage any close relation of any HECL employee.
4. Myself or none of the Partners/Directors of the firm/organization are either individually or collectively been involved in any criminal offence and I/We have never been prosecuted or convicted in any Court of Law and no criminal case is pending against me/us any Court of Law.
5. I/We undertake not to do any **Benami** business in HECL.
6. All information furnished by me/us in respect of fulfillment of eligibility criteria and information given in this tender is complete, correct and true.
7. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.
8. The above statements made above are true and correct.
9. If any information or statement or document submitted is found to be false/incorrect, department may cancel my/our Tender and action as deemed fit may be taken against me/us including termination of the contract, forfeiture of all dues including Earnest Money and blacklisting/debarring of our organization/firm/JV and all Partners of the firm etc. individually and jointly from participating in further tenders of the Company for a period of five years.

Sign & Seal of Notary

Signature of the Tenderer

Date

Annexure-H

DECLARATION

I / We have read the tender document and understood all provisions and specifications in totality. All terms and conditions are acceptable to us. I/We do not have any terms and conditions of our own.

Seal :

Signature of the Tenderer

Date :



Annexure-I

DECLARATION

I / We hereby declare that our firm (Name of the Firm & Address)

have not been banned or delisted by any State Government or Central Government or Quasi Government Agencies or Public Sector Undertakings.

Signature of the Bidder
& Seal of concern



Annexure-K

DECLARATION

(FOR THOSE WHO HAVE DOWN LOADED
THIS TENDER DOCUMENT
FROM HECL WEBSITE/GOVT. TENDERS WEBSITE ONLY)

This is to certify that I / We have downloaded this tender document from HECL Website/Govt. Tenders Website and is being submitted without tampering at any page. I/We accept the tender document as available in the website and our tender shall be rejected if any tampering in the tender document is found to be done at the time of opening of tender or during scrutiny of tender. Further, we understood that in the event of such tampering is detected at any stage or any time, HECL have got right to terminate this work, forfeit the EMD/Security Deposit submitted by us and our firm can be blacklisted.

In case of any discrepancy between the tender documents downloaded from the website and the master copy available in the office, the letter shall prevail and will be binding on us.

Signature of the Bidder
& Seal of concern



Annexure-L

Declaration regarding e-payment

The bidders have to furnish the details of their Banker's particulars in the table given below for facilitating payments through e-payment.

Further, the successful bidders are required to submit an Authorization for e-payment to them before execution of agreement.

Name of Bank, BranchName and address	Bank A/c No.	Branch Code	IFSC Code	MICR Code

Signature of the Bidder and
Seal of the firm

TECHNICAL BID

Annexure-M
PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT
(To be issued by any Scheduled / Nationalized Bank)

Heavy Engineering Corporation Limited
Ranchi-834004
(Jharkhand)

Dear Sir,

In consideration of Heavy Engineering Corporation Limited Ranchi-834004 having its Registered Office at Plant Plaza Road, Dhurwa, Ranchi-834004 (hereinafter called "the Company" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions contained in letter No. _____ dated _____ issued in favour of M/s _____ for _____ (hereinafter referred to as "the contractor" to accept the Deed of guarantee as herein provided for Rs. _____ from the Schedule/Nationalized Bank in lieu of security deposit to be made from the contractor's bill, for the due fulfillment of the terms and conditions contained in the said contract by the contractor, we the ----- Bank (hereinafter referred to as the said Bank) having its Registered Office at _____

do hereby undertake and agreed to pay the company to the extent of Rs. _____ on demand stating that the amount claimed by the company is due and payable by the contractor for the reasons of failure/negligence in performing the terms and conditions contained in the contract by the buyer and to unconditionally pay the amount claimed by the Company on demand without any demur to the extent aforesaid.

1. We _____ Bank agree that the company shall be the sole judge as to whether the said contractor has failed/neglected in the performing any of the terms and conditions of the said contract and the decision of the company in this behalf shall be final and binding on us.
2. We the said Bank further agree that the Guarantee herein contained shall remain in full force and effect up to _____ and any claim received after the said date shall in no case bind the Bank.
3. The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity from time to time vary any of the terms and conditions of the said contract or to extend the time of performance by the said contractor or to postpone any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or to forbear from enforcing any of the terms and conditions governing the said contract or securities available to the Company and the said Bank shall not be released from its liability under these presents.
4. Notwithstanding anything contained herein the liability of the said Bank under this guarantee is restricted to Rs. _____ and this Guarantee shall come into force from the date hereof and shall remain in full force and effect till _____ unless the written demand or claim under this guarantee is made by the Company with us on or before _____ all rights of the Company under this guarantee shall cease to have any effect and we shall be relieved and discharged from our liabilities hereunder.
5. We the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing and agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.
6. This guarantee issued by Sri _____ who is authorized by the Bank.

Under jurisdiction of _____ court only.

TECHNICAL BID

Annexure-N
LETTER SUBMITTING TENDER

To
DGM/I/C/PUR & CC/PROJECT,
Project Division , HEC Ltd,
Plant Plaza Road, PO-Dhurwa,
Ranchi, Jharkhand-834004

Dear Sir,

This has reference to the tender invited by you for the work of “**For providing Industrial Security services in HEC**”to protect / guard / save persons and properties under jurisdiction of Heavy Engineering Corporation Limited.

I/We do hereby offer to execute the work under contract at the respective rate mentioned in the bill of quantity. I/We have seen the site and read the articles of agreement, conditions of contract, specifications and special clauses forming part of the bill of quantity. I/We agree to execute the whole of the works from the date of getting possession of the site or order to start work.

I/We have deposited as Earnest Money Rs. _____ (Rupees _____)by a Demand Draft issued on / /2021 Date) (Bank name) in favour of “Heavy Engineering Corporation Limited, Ranchi-834004” payable at Ranchi. No interest will be claimed against the said deposit. I/We do hereby agree that this sum shall be forfeited by HECL in the event our tender is accepted and I/We failed to execute the contract when called upon to do so.

I/We have deposited as application fee Rs. _____ (Rupees _____)by a Demand Draft issued on / /2021 Date) (Bank name) in favour of “Heavy Engineering Corporation Limited, Ranchi-834004” payable at Ranchi

I/We understand that Heavy Engineering Corporation Limited (HEC Ltd) is not bound to accept the lowest or any tender that is received by HEC Ltd.

Yours faithfully,

Signature of Bidder

ANNEXURE -O**TIME SCHEDULE**

Sl. No.	Items of Work	As per HEC timeline	Bidder 's confirmation
1.	Submission of list of shortlisted candidates along with Bio data and with other relevant documents as per NIT after placement of LOI/ WO.	1 week from issuance of LOI/WO	
2.	Deputation/Deployment of required candidates as per NIT at HEC-Wellness Centre-Ranchi	1 week from completion of Selection Procedure.	

FORMAT FOR CONTRACT AGREEMENT

(On Non- Judicial Stamp Paper)

Agreement No. _____

Dated: _____

THIS ARTICLE OF AGREEMENT made on this _____ day of _____ 2020_

between the Heavy Engineering Corporation Limited, a Employer registered under the Indian Companies Act. 1956 with its registered office at Ranchi, Govt. of India Undertaking, P.O. Dhurwa (Pin-834004) Dist. : Ranchi (Jharkhand), (hereinafter referred to as the Employer which expression where the context so admit shall include its successors in interest and assign) of the one Part and _____ (hereinafter referred to as "the Contractor" which expression where the context so admit shall include its heirs, executors, administrators legal representatives, successors in business and assign) of the other part.

WHEREAS, the Employer invited bid for the Work " _____ " and the bid of the Contractor has been accepted by the Employer vide their Letter No

_____ dt. _____ for a sum of

_____ [Contract sum in figure & words]

WHEREAS the Contractor has agreed to execute the works on the terms & conditions as stipulated in the Bid and subsequent amendments thereto for a sum of _____ [Contract sum in figure & words] for successful completion of the work.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:

1. In pursuance of the Agreement aforesaid and in consideration for the payment of the sum of _____ [Contract sum in figure & words] and/or such sum as may be payable to the contractor, the Contractor shall upon and subject to the said terms & conditions execute and complete the work shown upon in the said drawings and described in the said scope of work as provided for in the said conditions.
2. The time shall be considered as one of the essence of the contract and time for completion of the contract shall be 7 (Seven) months from the date of commencement of work.
3. The parties hereto shall respectively and faithfully abide by and submit themselves to the terms & conditions and stipulations contained in this agreement and perform and discharge their part of contract accordingly.

4. This Agreement has been arrived at between the parties after due consideration of the correspondences, documents, meetings and negotiations held from time to time. The following documents shall constitute the Contract between the Employer and the Contractor. And each shall be read and construed as an integral part of the Contract

<u>Part</u>	<u>Description of Documents</u>
01.	Article of Agreement.
02.	Detailed Bid Notice.
03.	Notification of Award
04.	The Bid and Prices Schedules submitted by the Contractor
05.	Conditions of Contract
06.	Financial terms and conditions
07.	Technical Specifications and drawings
08.	Any Other Documents

5. The Contract shall be executed within the purview of the Indian Laws.

In witness whereof the parties hereto have hereunder affixed their signatures at Ranchi on the day, month and year written as above.

On Behalf of Contractor

On Behalf of HEC

Annexure Q

Letter of Undertaking on Non-Disclosure Agreement

(Company letter head)

To,
DGM (I/C)/ Project Division
Heavy Engineering Corporation Limited,
Plant Plaza Road, P.O.- Dhurwa
Pin code-834 004

Sir,

Sub: Undertaking on non-disclosure of contract documents

I/ We do hereby undertake that we shall not disclose any provision, specification, sample or information coming in our possession during the discharge of the contract.

I/ We do hereby also accept to keep confidential any oral, written or other information passed on to us.

For & on behalf of the Bidder

(Signature)

(Name of the authorized representative on behalf of the firm)

(Title of the Authorized Signatory)

Date & Seal



ANNEXURE -R

Bidder to Upload the Following along with Offer

1. % of EPF on Basic- -----
2. % of ESIC on Basic - -----
3. Details for Others (If Any) -----



Tender No: HEC/PROJ/PUR/MADHUBAND/119- 548

Dated 17.04.2021

ENCLOSURE-II**TECHNICAL SPECIFICATIONS**

- The Security Guard (Watch and Ward) (With and Without arms) have to secure the entire Madhuband Washery complex and regulate movement of vehicles and persons at the entry/exit gates. The places where the Security Guard (Watch and Ward) are to be deployed shall be decided by NLW site in charge. The total tentative requirement is as below however the same may be altered as per the instructions of the site in-charge: -

Sl. No.	Shift (Timing)	No. of personnel
1	1st Shift – 07.00 AM to 03.00 PM	9
2	2nd Shift – 03.00 PM to 11.00 PM	12
3	3rd Shift – 11.00 PM to 07.00 AM	29

- Total 51 Nos. Security Guard, including 01 No. Security Supervisor are required for watch & ward activities.
 - Security Guard with Gun – 8 Nos
 - Security Guard without Gun – 42 Nos.
 - Security Supervisor – 01 No.
- Gun, Whistle, Torch Light, Uniforms, Safety Shoes, Gumboots, Rain Coats, Umbrellas etc. and other accessories required for security should be arranged by the contractor.
- All persons should have Police NOC as this is a mandatory requirement of the service.
- The Endeavour of the agency should be to provide all ex-servicemen as the staff / guards.
- Madhuband site shall be protected against all misshaping around the Site and any other areas in the interest of HEC.
- To lodge complaints with police authorities regarding any unwarranted occurrence in and around the premises in consultation with the competent authority of HEC/BCCL.
- The security guard should not allow the movement of any unauthorized persons /materials inside the Washery premises without the valid gate pass/permission issued by the authorized officer of HEC.
- The contractor will be responsible, if any theft occurs at Washery premises, and the corporation reserves right to recover damages after due investigation.
- The Identity Cards for the security guards should be issued & copy of same should be submitted to the HEC office.
- The contractor should abide by the provisions of
 - The Contract Labour (Regulation & Abolition) Act 1970.
 - The Factories Act 1948
 - The Payment of Wages Act 1936.
 - The Employee Provident Fund & Misc. provisions Act 1952.
 - The Minimum Wages Act - 1948
 - The Payment of Bonus Act - 1965
 - The Employees Compensation Act - 1923

Tender No: HEC/PROJ/PUR/MADHUBAND/119-548

Dated 17.04.2021



- The Payment of Gratuity Act - 1972.
- The Employees State Insurance Act – 1948 etc.

And amended time to time by appropriate authorities in this regard.

The Contractor must possess a valid PSARA Certificate issued by Govt. of Jharkhand which is required to be provided at the time of submission of offer.

- To check all Visitors, materials etc. in to the premises & from the premises and maintain records thereof.
- Any guard /supervisor if found involved in malpractice, breach of security will be dismissed without any notice.
- To provide assistance in case of strike, riots, and labour unrest, emergencies to give protection to employees of HEC and its property at the time of theft, damages and sabotages. They should immediately inform the concerned HEC Officials on the matter.
- To collect information intelligently and take appropriate steps to prevent untoward incidents and inform the DGM (I/c) (MW Site) / Project, Project Division, HEC /Site official of HEC promptly for necessary action. They will also assist in proper parking of Vehicles etc.
- Sufficient uniforms should be provided to each guard for cleanliness.
- To provide assistance to put off fire in the Office and any other areas within the Madhuband NLW Washery premises including office and informing fire brigade.
- To keep watch of Office Vehicles, Cycles, Two-wheelers & Four-wheelers of the Employees/Officers in the parking space provided in the Madhuband NLW Washery premises.
- To maintain registers/ records relating to those activities covered under the scope of the work as per the instructions of HEC from time to time. The following set of registers should be maintained at all times:
 - i) Visitor register
 - ii) Shipping Details
 - iii) Contractor labor register
 - iv) Material register
- 01 No. Security supervisor required carrying out duty from 0900 hrs. to 1800 hrs including break for 1 hr over a day and in the exigencies senior security guard to be deployed additionally to carry out the duty of the supervisor.

THE PRIVATE SECURITY AGENCIES (REGULATION) ACT, 2005

INTRODUCTION

In the recent years there has been a tremendous increase in the number of business establishments and due to this demand for security has increased. The growing tendency to hire security guards from private sources by the industrial or business undertakings has led to coming up of large number of private security agencies all over the country. These private security agencies have helped in meeting the security needs of business establishment but the manner in which they function has become a matter of great concern. Many of these agencies conduct their operations without due care for verifying the antecedents of the personnel employed as private security guards and supervisors. Certain private multi-national security agencies have also established their branches in the country, which unless properly regulated may have serious security implications. In many instances, personnel employed by these agencies have also been involved in criminal activities. In order to regulate the functioning of these private security agencies the Private Security Agencies (Regulation) Bill was introduced in the Parliament.

STATEMENT OF OBJECTS AND REASONS

Due to increase in the number of business establishments and increasing demands for security, there has been a proliferation of private security agencies in the recent years. The growing tendency to hire security guards from private sources by industrial or business undertakings has led to coming up of large number of private security agencies all over the country. Though these private security agencies have helped in meeting the security needs of business establishments, there has been a growing concern about the manner of functioning of these agencies, many of which seem to conduct their operations without due care for verifying the antecedents of the personnel employed as private security guards and supervisors.

2. Private multi-national security agencies have also established their branches in the country, which unless properly regulated, may have serious security implications. Unless suitable safeguards are devised, these developments are likely to have wide ranging security implications, which may not be in national interest. There is also a danger of the employees of the private security agencies encroaching upon the duties of the police, using weapons in an illegal manner and wearing uniforms which resemble those of the police. In many instances, personnel employed by these agencies have also been involved in criminal activities.

3. For all these reasons, Union Government has been considering to regulate the functioning of these private security agencies, so that they are run within legal parameters and are accountable to a regulatory mechanism. In view of above, it is proposed to regulate the private security agencies through an Act which provides for a Controlling Authority to be appointed by the State Governments for the purpose of granting licences and also to make holding of licences mandatory for the carrying on of business of security agencies and other related matters.

4. The Bill seeks to achieve the above objects.

ACT 29 OF 2005

The Private Security Agencies (Regulation) Bill having been passed by both the Houses of Parliament received the assent of the President on 23rd June, 2005. It came on the Statute Book as THE PRIVATE SECURITY AGENCIES (REGULATION) ACT, 2005 (29 of 2005) (Came into force on 15-3-2006).

THE PRIVATE SECURITY AGENCIES (REGULATION) ACT, 2005

(29 of 2005)

[23rd June, 2005]

An Act to provide for the regulation of private security agencies and for matters connected therewith or incidental thereto.

BE it enacted by Parliament in the Fifty-sixth Year of the Republic of India as follows:—

1. Short title, extent and commencement.—(1) This Act may be called the Private Security Agencies (Regulation) Act, 2005.

(2) It extends to the whole of India except the State of Jammu and Kashmir.

(3) It shall come into force on such date¹ as the Central Government may, by notification in the Official Gazette, appoint.

2. Definitions.—In this Act, unless the context otherwise requires,—

- (a) “armoured car service” means the service provided by deployment of armed guards along with armoured car and such other related services which may be notified by the Central Government or as the case may be, the State Government from time to time;
- (b) “Controlling Authority” means the Controlling Authority appointed under sub-section (1) of section 3;
- (c) “licence” means a licence granted under sub-section (5) of section 7;
- (d) “notification” means a notification published in the Official Gazette;
- (e) “prescribed” means prescribed by rules made under this Act;
- (f) “private security” means security provided by a person, other than a public servant, to protect or guard any person or property or both and includes provision of armoured car service;
- (g) “private security agency” means a person or body of persons other than a government agency, department or organisation engaged in the business of providing private security services including training to private security guards or their supervisor or providing private security guards to any industrial or business undertaking or a company or any other person or property;
- (h) “private security guard” means a person providing private security with or without arms to another person or property or both and includes a supervisor;
- (i) “State Government”, in relation to a Union territory, includes the Administrator of that Union territory appointed by the President under article 239 of the Constitution.

3. Appointment of Controlling Authority.—(1) The State Government shall by notification, designate an officer not below the rank of a Joint Secretary in the Home Department of the State or an equivalent officer to be the Controlling Authority, for the purposes of this Act.

1. Came into force on 15-3-2006, vide S.O. 317(E), dated 14th March, 2006.

(2) The State Government may, for efficient discharge of functions by the Controlling Authority, provide it with such other officers and staff as that Government considers necessary.

COMMENTS

The State Government shall have to designate an officer of the rank of Joint Secretary in the Home Department of the State or an equivalent officer to be the Controlling Authority.

4. Persons or Private Security Agency not to engage or provide private security guard without licence.—No person shall carry on or commence the business of private security agency, unless he holds a licence issued under this Act:

Provided that the person carrying on the business of private security agency, immediately before the commencement of this Act, may continue to do so for a period of one year from the date of such commencement and if he has made an application for such licence within the said period of one year, till the disposal of such application:

Provided further that no private security agency shall provide private security abroad without obtaining permission of the Controlling Authority, which shall consult the Central Government before according such permission.

COMMENTS

No person can carry on or commence the business of private security agency without obtaining a licence for this purpose. The person already carrying on the business of private security agency shall have to obtain a licence within one year. No private security agency can provide security abroad without obtaining permission of the Controlling Authority.

5. Eligibility for licence.—An application for issue of a licence under this Act shall only be considered from a person after due verification of his antecedents.

6. Persons not eligible for licence.—(1) A person shall not be considered for issue of a licence under this Act, if he has been—

- (a) convicted of an offence in connection with promotion, formation or management of a company (any fraud or misfeasance committed by him in relation to the company), including, an undischarged insolvent; or
- (b) convicted by a competent court for an offence, the prescribed punishment for which is imprisonment of not less than two years; or
- (c) keeping links with any organisation or association which is banned under any law on account of their activities which pose threat to national security or public order or there is information about such a person indulging in activities which are prejudicial to national security or public order; or
- (d) dismissed or removed from Government service on grounds of misconduct or moral turpitude.

(2) A company, firm or an association of persons shall not be considered for issue of a licence under this Act, if, it is not registered in India, or having a proprietor or a majority shareholder, partner or director, who is not a citizen of India.

COMMENTS

No person can get a licence if he (i) has been convicted of an offence in connection with promotion, formation or management of a company, (ii) in undischarged insolvent; (iii) has been convicted by a competent court for an offence, the prescribed punishment for which is imprisonment of not less than two years; (iv) has links with any organisation or association which is banned under any law; (v) has been dismissed or removed from Government service on grounds of misconduct or moral turpitude.

7. Application for grant of licence.—(1) An application for grant of licence to a private security agency shall be made to the Controlling Authority in such form as may be prescribed.

(2) The applicant shall submit an affidavit incorporating the details in relation to the provisions contained in section 6, ensure the availability of the training for its private security guards and supervisors required under sub-section (2) of section 9, fulfilment of conditions under section 11 and of cases registered with police or pending in a court of law involving the applicant.

(3) Every application under sub-section (1) shall be accompanied by a fee of—

- (a) rupees five thousand if the private security agency is operating in one district of a State;
- (b) rupees ten thousand if the agency is operating in more than one but up to five districts of a State; and
- (c) rupees twenty-five thousand if it is operating in the whole State.

(4) On receipt of an application under sub-section (1), the Controlling Authority may, after making such inquiries as it considers necessary and obtaining no objection certificate from the concerned police authority, by order in writing, either grant a licence or refuse to grant the same within a period of sixty days from the date of receipt of application with complete particulars and the prescribed fee:

Provided that no order of refusal shall be made unless—

- (a) the applicant has been given a reasonable opportunity of being heard; and
 - (b) the grounds on which licence is refused is mentioned in the order.
- (5) A licence granted under this section—
- (a) shall be valid for a period of five years unless the same is cancelled under sub-section (1) of section 13;
 - (b) may be renewed from time to time after the expiry of five years, for a further period of five years on payment of such fee as may be prescribed; and
 - (c) shall be subject to such conditions as may be prescribed.

COMMENTS

Application for grant of licence for running a private security agency is to be made to the Controlling Authority in the prescribed form with an affidavit incorporating the details in relation to the provisions of section 6, etc. The application shall be accompanied by a fee of (i) rupees five thousand if the private agency is operating in one district of a State; (ii) rupees ten thousand if the agency is operating in more than one but up to five

districts of a State and (iii) rupees twenty-five thousand if it is operating in the whole State. The licence granted shall be valid for a period of five years.

8. Renewal of licence.—(1) An application for renewal of licence shall be made to the Controlling Authority, not less than forty-five days before the date of expiry of the period of validity thereof, in such form as may be prescribed and shall be accompanied by the requisite fee and other documents required under sections 6, 7 and 11 of this Act.

(2) The Controlling Authority shall pass an order on application for renewal of licence within thirty days from the date of receipt of application complete in all respects.

(3) On receipt of an application under sub-section (1), the Controlling Authority may, after making such inquiries as he considers necessary and by order in writing, renew the licence or refuse to renew the same:

Provided that no order of refusal shall be made except after giving the applicant a reasonable opportunity of being heard.

9. Conditions for commencement of operation and engagement of supervisors.—(1) Every private security agency shall, within six months of obtaining the licence, commence its activities.

(2) Every private security agency shall ensure imparting of such training and skills to its private security guards and supervisors as may be prescribed:

Provided that the person carrying on the business of private security agency, before the commencement of this Act, shall ensure the required training to its security guards and supervisors within a period of one year from the date of such commencement.

(3) Every private security agency shall, within sixty days from the date of issue of the licence, employ such number of supervisors, as may be prescribed.

(4) A private security agency shall not employ or engage a person as a supervisor unless he fulfils the conditions specified in sub-section (1) of section 10.

(5) While engaging a supervisor of private security guards, every private security agency shall give preference to a person who has experience of serving in the Army, Navy, Air Force, any other Armed forces of the Union or State Police including armed constabularies and Home Guards for a period of not less than three years.

COMMENTS

Every private security agency shall have to commence its activities within six months of obtaining the licence and shall have to impart prescribed training and skills to its private security guards and supervisors. Any private security agency, which is already carrying on the business before the commencement of this Act, shall have to ensure the required training within a period of one year from the date of the commencement of the Act.

10. Eligibility to be a private security guard.—(1) A private security agency shall not employ or engage any person as a private security guard unless he—

- (a) is a citizen of India or a citizen of such other country as the Central Government may, by notification in the Official Gazette, specify;

- (b) has completed eighteen years of age but has not attained the age of sixty-five years;
- (c) satisfies the agency about his character and antecedents in such manner as may be prescribed;
- (d) has completed the prescribed security training successfully;
- (e) fulfils such physical standards as may be prescribed; and
- (f) satisfies such other conditions as may be prescribed.

(2) No person who has been convicted by a competent court or who has been dismissed or removed on grounds of misconduct or moral turpitude while serving in any of the armed forces of the Union, State Police Organisations, Central or State Governments or in any private security agency shall be employed or engaged as a private security guard or a supervisor.

(3) Every private security agency may, while employing a person as a private security guard, give preference to a person who has served as a member in one or more of the following, namely:—

- (i) Army;
- (ii) Navy;
- (iii) Air Force;
- (iv) any other armed forces of the Union;
- (v) Police, including armed constabularies of States; and
- (vi) Home Guards.

COMMENTS

No person can be employed as a private security guard unless he (i) is a citizen of India, (ii) has completed eighteen years of age but has not attained the age of sixty-five years, (iii) satisfies the agency about his character and antecedents, (iv) has completed the prescribed security training, (v) fulfils prescribed physical standards. No person who has been convicted by a competent court or who has been dismissed or removed on grounds of misconduct or moral turpitude while serving in any armed forces of the Union, State Police Organisations, Central or State Governments or in any private security agency can be employed or engaged as a private security guard or a supervisor.

11. Conditions of licence.—(1) The State Government may frame rules to prescribe the conditions on which licence shall be granted under this Act and such conditions shall include requirements as to the training which the licensee is to undergo, details of the person or persons forming the agency, obligation as to the information to be provided from time to time to the Controlling Authority regarding any change in their address, change of management and also about any criminal charge made against them in the course of their performance of duties of the private security agency or as the case may be, a private security guard employed or engaged by them.

(2) The State Government may make provision in the rules to verify about imparting of required training by the private security agency under sub-section (2) of section 9 and to review continuation or otherwise of licence of such private security agency which may not have adhered to the condition of ensuring the required training.

12. **Licence to be exhibited.**—Every private security agency shall exhibit its licence or copy thereof in a conspicuous place of its business.

13. **Cancellation and suspension of licence.**—(1) The Controlling Authority may cancel any licence on any one or more of the following grounds, namely:—

- (a) that the licence has been obtained on misrepresentation or suppression of material facts;
- (b) that the licence holder has used false documents or photographs;
- (c) that the licence holder has violated the provisions of this Act or the rules made thereunder or any of the conditions of the licence;
- (d) that the licence holder has misused information obtained by him during the discharge of his duties as the private security agency to any industrial or business undertaking or a company or any other person;
- (e) that the licence holder by using any letter-head, advertisement or any other printed matter or in any other manner represented that the private security agency is an instrumentality of the Government or such agency is or has been using a name different from that for which licence has been granted;
- (f) that the licence holder is or has been impersonating or permitting or aiding or abetting any body to impersonate as a public servant;
- (g) that the private security agency had failed to commence its activities or to engage a supervisor within the specified time period;
- (h) that the licence holder is or has wilfully failed or refused to render the services agreed to any person;
- (i) that the licence holder has done any act which is in violation of a court order or an order of a lawful authority or is or has been advising, encouraging or assisting any person to violate any such order;
- (j) that the licence holder has violated the provisions of the Acts given in the Schedule which may be modified by the Central Government, by notification in the Official Gazette;
- (k) that there have been repeated instances when the private security guard or guards provided by the private security agency—
 - (i) failed to provide private security or were guilty of gross negligence in not providing such security;
 - (ii) committed a breach of trust or misappropriated the property or a part thereof which they were supposed to protect;
 - (iii) were found habitually drunk or indisciplined;
 - (iv) were found to be involved in committing crimes; or
 - (v) had connived or abetted a crime against the person or property placed under their charge; or
- (l) that the licence holder has done any act which poses a threat to national security, or did not provide assistance to the police or other authority in the discharge of its duties or acted in a manner prejudicial to national security or public order or law and order.

(2) Where the Controlling Authority, for reasons to be recorded in writing, is satisfied that pending the question of cancelling of licence on any of the grounds mentioned in sub-section (1) above, it is necessary to do so, that Controlling Authority may, by order in writing, suspend the operation of the licence for such period not exceeding thirty days as may be specified in the order and require the licence holder to show cause, within fifteen days from the date of issue of such order, as to why the suspension of the licence should not be extended till the determination of the question of cancellation.

(3) Every order of suspending or cancelling of a licence shall be in writing and shall specify the reasons for such suspension or cancellation and a copy thereof shall be communicated to the person affected.

(4) No order of cancellation of licence under sub-section (1) shall be made unless the person concerned has been given a reasonable opportunity of being heard.

14. Appeals.—(1) Any person aggrieved by an order of the Controlling Authority refusing the licence under sub-section (4) of section 7 or renewal under sub-section (3) of section 8 or order of suspension of licence under sub-section (2) of section 13 or cancellation of licence under sub-section (1) of that section, may prefer an appeal against that order to the Home Secretary of the State Government within a period of sixty days of the date of such order:

Provided that an appeal may be admitted after the expiry of the said period of sixty days if the appellant satisfies the State Government that he has sufficient cause for not preferring the appeal within that period.

(2) Every appeal under sub-section (1) shall be made in such form as may be prescribed and shall be accompanied by a copy of the order appealed against.

(3) Before disposing of an appeal, the State Government shall give the appellant a reasonable opportunity of being heard.

15. Register to be maintained by a private security agency.—(1) Every private security agency shall maintain a register containing—

- (a) the names and addresses of the persons managing the private security agency;
- (b) the names, addresses, photographs and salaries of the private security guards and supervisors under its control;
- (c) the names and addresses of the persons whom it had provided private security guards or services; and
- (d) such other particulars as may be prescribed.

(2) The Controlling Authority may call for such information as it considers necessary from any private security agency, supervisor or private security guard to ensure due compliance of the Act.

COMMENTS

Every private security agency shall have to maintain a register containing (i) names and addresses of the persons managing the agency, (ii) names, addresses, photographs and salaries of the private security guards and supervisors, (iii) names and addresses of the persons whom it had provided private security guards or services.

16. Inspection of licence, etc.—The Controlling Authority or any other officer authorised by it in this behalf may at any reasonable time, enter the premises of the private security agency and inspect and examine the place of business, the records, accounts and other documents connected with the licence and may take copy of any document.

17. Issue of photo identity card.—(1) Every private security guard shall be issued a photo identity card, by the private security agency employing or engaging the guard.

(2) The photo identity card under sub-section (1) shall be issued in such form as may be prescribed.

(3) Every private security guard or supervisor shall carry on his person the photo identity card issued under sub-section (1) and shall produce it on demand for inspection by the Controlling Authority or any other officer authorised by it in this behalf.

18. Disclosure of information to unauthorized person.—(1) Any person who may be or has been employed or engaged as a private security guard by the private security agency shall not divulge to anyone other than the employer, or in such manner and to such person as the employer directs, any information acquired by him during such employment with respect to the work which he has been assigned by such employer, except such disclosure as may be required under this Act or in connection with any inquiry or investigation by the police or as may be required by an authority or process of law.

(2) All private security guards of a private security agency shall render necessary assistance to the police or to such authority in the process of any investigation pertaining to the activities of that agency.

(3) If violation of any law is noticed by any private security guard during the course of discharge of his duties, he shall bring it to the notice of his superior, who in turn shall inform the police either through his employer or agency or on his own.

19. Delegation.—The State Government may, by notification, direct that any power or function (except the powers to make rules under section 25)—

(a) which may be exercised or performed by it, or

(b) which may be exercised or performed by the Controlling Authority, under this Act, may, in relation to such matter and subject to such conditions, if any, as may be specified in the notification, be also exercised or performed by such officer or authority subordinate to the Government or officer subordinate to the Controlling Authority, as may be specified in such notification.

20. Punishment for contravention of certain provisions.—(1) Any person who contravenes the provisions of section 4 shall be punishable with imprisonment for a term which may extend to one year, or with fine which may extend to twenty-five thousand rupees, or with both.

(2) Any person or private security agency who contravenes, the provisions of sections 9, 10 and 12 of the Act, shall be punishable with a fine which may extend to twenty-five thousand rupees, in addition to suspension or cancellation of the licence.

COMMENTS

Contravention of provisions of section 4 (not obtaining a licence) is punishable with imprisonment upto one year, or with fine upto twenty-five thousand rupees, or with both. Contravention of provisions of section 9 (relating to operation and engagement of supervisors), section 10 (eligibility to be a private security guard), and section 12 (relating to exhibition of licence) is punishable with fine upto twenty-five thousand rupees, in addition to suspension or cancellation of the licence.

21. Penalty for unauthorized use of certain uniforms.—If any private security guard or supervisor wears the uniform of the Army, Air force, Navy or any other armed forces of the Union or Police or any dress having the appearance or bearing any of the distinctive marks of that uniform, he and the proprietor of the private security agency shall be punishable with imprisonment for a term which may extend to one year or with fine which may extend to five thousand rupees, or with both.

22. Offences by companies.—(1) Where an offence under this Act has been committed by a company, every person who at the time the offence was committed was in charge of, and was responsible to, the company for the conduct of the business of the company as well as the company, shall be deemed to be guilty of the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable to any punishment, if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

(2) Notwithstanding anything contained in sub-section (1), where any offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to, any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall be deemed to be guilty of that offence and shall be liable to be proceeded against and punished accordingly.

Explanation.—For the purposes of this section—

- (a) "company" means any body corporate and includes a firm or other association of individuals; and
- (b) "director", in relation to a firm, means a partner in the firm.

23. Indemnity.—No suit, prosecution or other legal proceeding shall lie against the Controlling authority or any other officer authorised by it in respect of anything in good faith done or intended to be done under this Act.

24. Framing of model rules for adoption by States.—The Central Government may, frame model rules in respect of all or any of the matters with respect to which the State Government may make rules under this Act, and where any such model rules have been framed the State Government shall, while making any rules in respect of that matter under section 25, so far as is practicable, conform to such model rules.

25. Power of State Government to make rules.—(1) The State Government may, by notification, make rules for carrying out the provisions of this Act.

(2) In particular, and without prejudice to the generality of the foregoing power, such rules may provide for all or any of the following matters, namely:—

- (a) the procedure for verification of character and antecedents under clause (c) of sub-section (1) of section 10; the type of training under clause (d) of sub-section (1) of section 10; the physical standard under clause (e) of sub-section (1) of section 10; and other conditions under clause (f) of sub-section (1) of section 10;
- (b) the number of supervisors to be employed under sub-section (3) of section 9;
- (c) the form of an application for grant of licence under sub-section (1) of section 7;
- (d) the form in which the licence to be granted under sub-section (4) of section 7 and conditions subject to which such licence to be granted under section 11;
- (e) the form of an application for renewal of licence under sub-section (1) of section 8;
- (f) the form under sub-section (2) of section 14 for preferring an appeal;
- (g) particulars to be maintained in a register under sub-section (1) of section 15;
- (h) the form in which photo identity card under sub-section (2) of section 17 be issued;
- (i) any other matter which is required to be, or may be, prescribed.

(3) Every rule made by the State Government under this section shall be laid, as soon as may be after it is made, before each House of the State Legislature where it consists of two Houses, or where such Legislature consists of one House, before that House.

(4) In respect of Union territories, every rule made to carry out the provisions of the Act shall be laid before each House of Parliament and where there exists a Legislative Assembly, before that Assembly.

THE SCHEDULE

[See section 13(1)(j)]

- (1) The Payment of Wages Act, 1936 (4 of 1936).
 - (2) The Industrial Disputes Act, 1947 (14 of 1947).
 - (3) The Minimum Wages Act, 1948 (11 of 1948).
 - (4) The Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952).
 - (5) The Payment of Bonus Act, 1965 (21 of 1965).
 - (6) The Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970).
 - (7) The Payment of Gratuity Act, 1972 (39 of 1972).
 - (8) The Equal Remuneration Act, 1976 (25 of 1976).
 - (9) The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 (30 of 1979).
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HOME DEPARTMENT
GOVT. OF JHARKHAND

NOTIFICATION

5-Security (07)-03/2009 (Home)...3839.../ Dated – 16.09.2010. In exercise of powers conferred under sub-section (1) of the section 25 of the Private Security Agencies (Regulations) Act, 2005 (Central Act 29 of 2005) and all other powers here unto enabling the Governor of Jharkhand hereby notifies the following rules, namely :-

1- Short title and Commencement. :-

- (i) These Rules may be called the Jharkhand Private Security Agencies (Regulation) Rules, 2010.
- (ii) They will come into force from the date of issue.

2- Definitions :- In these Rules, unless the context otherwise requires,-

- (a) “Act” means the Private Security Agencies (Regulation) Act, 2010.
- (b) “Agency” means the Private Security Agency.
- (c) “Controlling Authority means, the Controlling Authority so declared under the Act.
- (d) “Form” means, a Form appended to these Rules.
- (e) “License” means a license granted under the Act.
- (f) Words and expressions not defined in these regulations but defined in the Act, shall have the same meaning respectively assigned to them in the Act.

3- Verification of the antecedents of the applicants :-

- (I)** Every applicant while making an application to the Controlling Authority for the issue of a fresh license or renewal shall enclose the Form I for verification of his antecedents with required fees for verification as enumerated in para-4. If the applicant is a company, a firm or an association of persons, the application shall be accompanied by Form I for every proprietor or majority shareholder, partner or director of the company, as if they were also the applicants.
- (II)** On receipt of such application the Controlling Authority shall make such inquiries, as it considers necessary to verify the contents of the application and the particulars of the applicant.
- (III)** The Controlling Authority shall obtain a no objection certificate from the District Superintendent of Police of the concerned District where the Agency intends to commence its activities. For this purpose it will send to him a copy of the application for license and its attachments for verification and report.
- (IV)** The District Superintendent of Police in addition to the causing of verification of antecedents of every individual in whose name the antecedent form is filled up, shall also furnish the following information :
 - (i) Whether the applicant or the company earlier operated any Private Security Agency, either individually or in partnership of others and if so, the details thereof; and
 - (ii) Whether the applicant possesses any special qualification or skill, which may facilitate his operations of Private Security Agency.

4- Verification of character and antecedents of the Private Security Guard and Supervisor :

- (I) Before any person is employed or engaged as a security guard or supervisor, the Agency shall satisfy itself about the character and antecedents of such person in any one or more of the following manners :-
- (a) by verifying the character and antecedent of the person by itself.
 - (b) by relying upon the character and antecedent verification certificate produced by the Person.
Provided that the agency does not have any adverse report regarding the person's character and antecedent from any other source as prescribed herein under.
 - (c) by relying on the report received from the police authorities signed under the authority of the District Superintendent of Police or an officer of the equivalent or higher rank.
- (II) The person desirous of getting employed or engaged as security guard or supervisor shall submit Form II to the Agency. If the person has stayed in more than one District during the last five years, the number of forms will be as many as Districts.
- (III) The Agency shall cause an inquiry into the correctness of the particulars filled in either by itself or by sending the form to the respective District Superintendent of Police.
- (IV) Fees for verification (to be deposited in the form of Bank draft/Postal order) :-
- (a) Security Agency-Rs. 1000/- (One thousand) rupees.
 - (b) In case of company of all members/Partners/Directors- Rs. 500/- per members/partners/directors.
 - (c) Verification of character of Security Guards/Supervisors – Rs. 200/- for each.
- (V) The police will establish identity of the individual and verify the character and antecedents of the person by making a visit to the locality where the person claims to have resided or residing and ascertain his identity and reputation from the respectable residents of the locality. They will also consult the police station record of the concerned police station and other records at the District Police Headquarter before preparing the character & antecedents verification report. This report will contain the comments of the police on every claim of the person in character and antecedent Form and also a general report about his activities including means of livelihood in the period of verification. The police will specifically state if there is a criminal case registered against the person at any point of time or if he has ever been convicted of criminal offence punishable with imprisonment.
- (VI) The police will specifically comment if the engaging or employing the person under verification by the Private Security Agency will pose a threat to National Security.
- (VII) The police authorities shall ensure that character and antecedent verification report is issued within ninety days of the receipt of the character and antecedent form.
- (VIII) The report of the police regarding character and antecedents of a person will be graded as confidential. It will be addressed in named cover to a designated officer of the Security Agency requesting for character and antecedents.
- (IX) Character and antecedents verification report once issued will remain valid for three years.
- (X) On the basis of police verification and on the basis of their own verification, the Agency shall issue in Form III a character certificate and this certificate will not be taken back by such Agency even if the person ceases to be the employee of that Agency.

5- Security Training :-

- A.** The controlling authority shall frame the detailed training syllabus required for training the security guards/ Supervisors. (Training Syllabus for Security Guards, Supervisors and Licensees in Annexure I, II & III). This training shall be for a minimum period of 100 hours of classroom instruction and 60 hours of field training, spread over to 20 working days for security guards (Annexure I), 8 working days for Ex-Servicemen and Ex-Policemen (Annexure I (a)), 10 working days for Supervisors (Annexure II) and 6 working days for licensees (Annexure III).
- B.** The Training will include the following Subjects, namely :-
- (a) Conduct in public and correct wearing of uniform;
 - (b) Physical fitness training;
 - (c) Physical security, security of the assets, security of the building/apartment, personnel security, household security;
 - (d) Fire fighting;
 - (e) Crowd control;
 - (f) Examining identification papers including identity cards, passports and smart cards;
 - (g) The candidates should be able to read and understand English alphabets and numerals as normally encountered in the identification of documents, arms License, travel documents and security inspection sheet;
 - (h) Identification of improvised explosive devices;
 - (i) First-Aid;
 - (j) Crisis response and disaster management;
 - (k) Defensive driving (compulsory for the driver of armored vehicle and optional for others);
 - (l) Handling and operation of non-prohibited weapons and firearms (optional);
 - (m) Rudimentary knowledge of IPC, Right to private defence, procedure for lodging an FIR in the Police Station, Arms Act (Only operative sections), Explosives Act (operative sections);
 - (n) Badges of rank in Police and military forces;
 - (o) Identification of different types of Arms in use in public and Police;
 - (p) Use of security equipments and devices (for example security alarms and screening equipments); and
 - (q) Leadership and Management (for supervisors only).
- C.** In addition to the subjects mentioned above ,training for Security Guards and Supervisors will also include the following topics (i) Present Security Scenario (ii)Govt. Security Agencies (iii) Interface with Police, Public and Other Departments (iv) Maintenance of various records (v) Relevant Labour Laws (vi) Introduction of “Private Security Agencies (Regulation) Act , 2005” and Rules and (vii) Field visits.
- D.** The Security guard will have to successfully undergo the training prescribed by the competent authority. On completion of the training each successful trainee will be awarded a certificate in Form IV by the training organization.
- E.** The competent authority will inspect the functioning of training facility from time to time either by itself or through its own offices. Training facility will include :-
- (a) Adequate space to train at least 25 security guards at a time.

- (b) Suitable ground and class-rooms
- (c) Security equipment and training-aids
- (d) Qualified instructors for outdoor and indoor training.

F. All the training agencies shall submit a list of successful trainees to the controlling authority in the format prescribed in form X.

6- Standard of physical fitness for security guards. :-

(1) A person shall be eligible for being engaged or employed as security guard if he fulfills the standards of physical fitness as specified below :-

- (i) Height, 160 cms (for female 150 cms), Weight according to standard table of height and weight, chest 77-82 cms with an expansion of 4 cms (for females no minimum requirement for chest measurement).
- (ii) Eye Sight : Far sight vision 6/6, near vision 0.6/0.6 with or without correction, free from colour blindness should be able to identify and distinguish colour display in security equipments and read and understand display in English alphabets and Arabic numerals.
- (iii) Free from knock knee and flat foot and should be able to run one Kilo Meter in six minutes.
- (iv) Hearing: Free from defect; should be able to hear and respond to the spoken voice and the alarms generated by Security equipments.
- (v) The candidate should have dexterity and strength to perform searches, handle objects and use force for restraining the individuals in case of need.
- (vi) The ex-servicemen and retired police personnel should be given relaxation considering age in physical test i.e. upto the age limit of 60 (Sixty) years.

(2) A candidate should be free from evidence of any contagious or infectious disease. He should not be suffering from any disease which is likely to be aggravated by service or is likely to render him unfit for service or endanger the health of the public.

(3) Agency shall ensure that every security guard working for it undergoes a medical examination after every twelve months from his last such examination so as to ensure his continued maintenance of physical standard as prescribed for the entry level.

7- Provision for Supervisions. :-

(1) There shall be one supervisor to supervise the work of not more than fifteen private security guards.

(2) In case the private security guards are on security duty in different premises and it is not practicable to supervise their work by one supervisor, the Agency shall depute more number of supervisors so that at least for every six private security guards there is one supervisor available for assistance, advice and supervision.

8- Manner of making application for grant of license :-

(1) Every application by an Agency for the grant of a licence under clause (I) of section 7 of the Act, shall be made to the Controlling Authority in the format prescribed in Form V.

(2) Every application referred to in sub-rule (i) shall be accompanied by a demand draft or banker's cheque showing the payment of fees as prescribed under clause (3) of section 7, payable to the Controlling Authority of the state concerned where the application is being made.

(3) Every application referred to in sub-rule (1) shall be either personally delivered to the Controlling Authority or sent to him by registered post.

(4) On receipt of the application referred to in sub-rule (1), the Controlling Authority shall after noting thereon the date of receipt by him of the application, grant an acknowledgement to the applicant.

9- Grant of licence :-

(1) The Controlling Authority, after receiving an application under sub-rule (1) of rule 8 shall grant a licence for a year to the private security agency in Form VI after completing all the formalities and satisfying itself about the suitability of the applicant and also the need for granting the licence for the area of operation applied for.

(2) The Controlling Authority either by itself or through its officers may verify the training and skills imparted to the private security guards and supervisors of any private security agency.

(3) The Controlling Authority may review the continuation or otherwise of licence of such security agencies which may not have adhered to the conditions of ensuring the required training.

10- Condition for grant of licence :-

(1) The licensee shall successfully undergo a training relating to the private security service as prescribed by the Controlling Authority within the time frame fixed by it.

(2) The licensee shall intimate the name, parentage, date of birth, permanent address, address for correspondence and the principal profession of each person forming the Agency within fifteen days of receipt of the licence to the Controlling Authority.

(3) The licensee shall inform the Controlling Authority regarding any change in the address of persons forming the Agency, change of management within seven days of such change.

(4) The licensee shall immediately intimate to the Controlling Authority about any criminal charge framed against the persons forming the Agency or against the private security guard or supervisor engaged or employed by the Agency, in the course of their performance of duties as private security agency. A copy of such communication shall also be sent to the officer-in-charge of the police station where the person charged against resides.

(5) Every licensee shall abide by the requirement of physical standards for the private security guards and their training as prescribed in these rules as the condition on which the licence is granted.

(6) Save as provide in these rules, the fees paid for the grant of licence shall be non-refundable.

11- Renewal of licence :- (1) Every Agency shall apply to the Controlling Authority for renewal of the licence.

(2) The fees chargeable for renewal of the licence shall be the same as for the grant thereof. (as under clause 3 of section 7).

(3) The form for application of renewal of licence will be same as the form for the application for original licence.

12- Conditions for renewal of licence :- The renewal of the licensee will be granted subject to the following conditions :-

(i) The applicant continues to maintain his principal place of business in the jurisdiction of the Controlling Authority.

(ii) The applicant continues to ensure the availability of the training for its private security guards and superiors required under sub section (2) of section 5 of the Act.

(iii) The applicant continues to adhere to the licence conditions.

(iv) The police have no objection to the renewal of the licence to the applicant.

- 13- **Appeals and procedure :-** (1) Every appeal under sub-section (I) of section 14 of the Act shall be preferred in Form VII signed by the aggrieved person or his authorized advocate and presented to the appellate officer in person or sent to him by registered post.
- (2) The Controlling Authority may prescribe a fee for the appeal to be filed under section 14 of the Act and the manner in which such fee will be paid.
- 14- **Register to be maintained by the Agency :-** The register required to be maintained under the Act by the Agency shall be in Form VIII.
- 15- **Photo identity card:** (1) Every photo identity card issued by the Agency under sub-section (2) of section 17 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, 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 upto date and any change in the particulars shall be entered therein.
- (5) The photo-identity card issued to the private security guard will be returned to the agency issuing it, once the private security guard is no longer engaged or employed by it.
- (6) Any loss or theft of photo-identity card will be immediately brought to the notice of the Agency that issued it.
- 16- **Other conditions :-** (1) Notwithstanding whether the Agency mandates its private security guards to put on uniform while on duty or not, every private security agency will 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;
- (2) Uniforms of Defence Services, Para Military Organizations, Central Military Forces and State Police should be strictly prohibited.
- (3) The clothes worn by the private security guard while on active duty shall be such that they do not hamper in his efficient performance. In particulars they will neither be too tight nor too loose as to obstruct movement or bending of limbs.
- (4) Every private security guard will carry a notebook and a writing instrument with him.
- (5) Every private security guard while on active security duty will wear and display photo-identity card issued under section 17 of the Act, on the outer most garment above waist level on his person in a conspicuous manner.

By the order of Governor, Jharkhand

(Rajbala Verma)
Principal Secretary

Form I

(See rule 3)

Form for verification of Antecedents of Applicant

Thumb Impression* of the Applicant.....

Signature of the Applicant.....

For official use only		
Form Number	Name of the police station sent for police verification	Date

Fee Amount Rs.....Cash/D.D..... Name of Bank..... D.D. No..... Date of Issue

Please read the instructions carefully before filing the form. Please fill in BLOCK LETTERS : (CAUTION : Please furnish correct information. Furnishing of incorrect information or suppression of any factual information in the form will render the candidate unsuitable for grant of license)

- 1- Name of applicant (Initials not allowed)
Last Name.....First Name.....
- 2- If you have ever changed your name, please indicate the previous name (s) in full
.....
- 3- Sex (male/female).....
- 4- Date of Birth.....
- 5- Place of Birth : Village/ town.....
District.....State & Country.....
- 6- Father's Full Name/ Legal Guardian's Full Name (including surname, if any): (Initials not allowed).....
- 7- Mother's Full Name (including surname, if any): (Initials not allowed).....
- 8- If married, Full Name of Spouse (including surname, if any): (Initials not allowed).....
- 9- Present Residential Address, including Street No./Police Station, Village and District (With Pin code).....
.....
Telephone No./Mobile No.....
- 10- Please give the date since residing at the above-mentioned address: (DD-MM-YYYY)
.....
- 11- Permanent Address including Street No/ Police Station, Village & District (With Pin Code)
.....
.....
.....

12- If you have not resided at the address given at COLUMN (9) continuously for the last five year, please furnish the other address (addresses) with durations(s) resided. You should furnish additional photocopies of this form for each additional place of stay during the last five year. Forms may be photocopied, but photograph and signature in original are required on each form.

From.....To..... From.....To.....

13- In case of stay abroad particulars of all places where you have resided for more than one year after attaining the age of twenty-one years.

.....
.....

14- Other Details :

- (a) Educational Qualifications :
- (b) Previous positions held if any along with name and address of employers :
- (c) Reason for leaving last employment :
- (d) Visible Distinguishing Mark :

15- Did you earlier operated any Private Security Agency or were its partner, majority shareholder or Director ? If yes then furnish the name, address of the Agency and its licence particulars.

16- Are you a citizen of India by : Birth/Descent/ Registration/Naturalization : if you have ever possessed any other citizenship, please indicate previous citizenship.....

.....

17- Have you at any time been convicted by a court in India for any criminal offence and sentenced to imprisonment? if so, give name of the court, case number and offence. (Attach copy of judgment).....

.....

18- Are any criminal proceeding pending against you before a court in India ? If so, give name of court, case number and offence

.....
.....

19- Self Declaration :

The information given by me in this form and enclosures is true and I am solely responsible for accuracy.

(Signature/T.I. * of applicant)

Date

Place

20- Enclosures :

.....
.....
.....
.....

(Signature/T.I. * of applicant)

(*Left Hand Thumb Impression if Male and Right Hand Thumb Impression if Female)

FOR OFFICE USE ONLY

File No.....

Date of issue of C&A Report.....

(Signature of Police station In-charge)

Name of Police Station.....

Name of Police District.....

*N.B. Cancel whatever is not applicable.

Form II

(See rule 4)

**Form for verification of Character and antecedents
of Security Guard and Supervisor**

Thumb Impression* of the Applicant.....

Signature of the Applicant.....

<i>For official use only</i>		
Form Number	Name of the police station sent for police verification	Date

Fee Amount Rs.....Cash/D.D..... Name of
 Bank..... D.D. No.....
 Date of Issue

**Please read the instruction carefully before filling the form. Please fill in BLOCK LETTERS :
 (CAUTION : Please furnish correct information. Furnishing of incorrect information or
 suppression of any factual information in the form will render the candidate unsuitable for
 employment/engagement in the Private Agency.)**

1- Name of applicant as should appear in the photo-identity card (Initials not allowed)

Last Name.....First Name.....

2- If you have ever changed your name, please indicate the previous name (s) in full

3- Sex (male/female).....

4- Date of Birth.....

5- Place of Birth : Village/ town.....

District.....State & Country.....

6- Father's Full Name/ Legal Guardian's Full Name (including surname, if any): (Initials not
 allowed).....

7- Mother's Full Name (including surname, if any): (Initials not allowed)

8- If married, Full Name of Spouse (including surname, if any): (Initials not allowed)

9- Present Residential Address, including Street No./Police Station, Village and District (With Pin code :

.....
.....

Telephone No./Mobile No.....

10- Please give the date since residing at the above-mentioned address : (DD-MM-YYYY) :

11- Permanent Address including Street No/ Police Station, Village & District (With Pin Code)

.....
.....

12- If you have not resided at the address given at COLUMN (9) continuously for the last five year please furnish the other address (addresses) with durations(s) resided. You should furnish additional photocopies of this form for each additional place of stay during the last five year. Forms may be photocopied, but photograph and signature in original are required on each form.

From.....To..... From.....To.....

.....
.....
.....

13- In case of stay abroad particulars of all places where you have resided for more than one year after attaining the age of twenty-one years.

.....
.....
.....

14- Other Details :

(a) Educational Qualifications :.....

(b) Previous posts held along with name and address of employer

.....
.....

(c) Reason for leaving last employment:

.....

(d) Visible Distinguishing Mark :.....

(e) Height (cms).....

15- Are you working in Central Government/State Govt./ PSU/ Statutory Bodies -Yes/No :

16- Are you a citizen of India by : Birth/Descent/ Registration/Naturalization : if you have ever possessed any other citizenship, please indicate previous citizenship

17- Have you at any time been convicted by a court in India for any criminal offence and sentenced to imprisonment? if so, give name of the court, case number and offence. (Attach copy of judgment).....

18- Are any criminal proceeding pending against you before a court in India? If so, give name of court, case number and offence

19- Has any court issued a warrant or summons for appearance or warrant for arrest or an order prohibiting your departure from India? If so, give name of court, case number and offence.....

20- Self Declaration :

The information given by me in this form and enclosures is true and I am solely responsible for accuracy.

(Signature/T.I. * of applicant)

(*Left Hand Thumb Impression if male & Right Hand Thumb Impression if Female)

Date

Place

21- Particulars of person to be intimated in the event of death or accident.

Name.....

Address.....

Mobile/Tel. No.....

22- Enclosures :

.....
.....
.....
.....
.....
.....

(Signature/T.I. * of applicant)

FOR OFFICE USE ONLY

File No.....

Date of issue of C&A Report.....

(Signature of Police station In-charge)

Name of Police Station.....

Name of Police District.....

*N.B. Cancel whatever is not applicable.

Form – III
(See rule 4)
CHARACTER AND ANTECEDENT CERTIFICATE

This is to certify that Mr./Ms....., Son/Daughter of

Whose particulars are given below has good moral character and reputation and that the applicant has been staying at the following address continuously for the last one year.

Date of Birth

Place of Birth

Educational Qualification

Profession

Present Address

Permanent Address

Issuing Authority

Signature

Name

Designation

Address/Tel. No.

Date of Issue

Form IV

(See rule 5)

Training Certificate

Serial Number

Name of the Training Agency

Address of the Training Agency

Licence No.

Certified that.....Son/Daughter of
..... resident of
..... has completed the prescribed training for the engagement or
employment as a private Security Guard from till
.....

His signature is attested below:

Signature of the Certificate Holder

Signature of issuing authority
Designation

Place of issue

Date of issue

Form V
(See rule 8)

**APPLICATION FOR NEW LICENSEE/RENEWAL OF LICENSEE TO ENGAGE IN THE
BUSINESS OF PRIVATE SECURITY AGENCY**

To

The Controlling Authority

.....
.....

The undersigned hereby applies for obtaining a licence to run the business of operating service in the area of Private Security Agencies.

1- Full name of the applicant :

2- Nationality of the applicant:

3- Son/Wife/Daughter of :

4- Residential Address :

5- Address, where the applicant desires

to start his Agency :

6- Name of the Private Security Agency :

7- Name and address of Proprietor, partner, Majority, Shareholder, Director and Chairman of the Agency :

8- Name and extent of facilities available :

9- Qualifications of staff engaged for imparting instructions ;

Name.....

Age.....

Designation.....

10- Equipments which will be used for Security Services

(a) Door Framed Metal Detector (DFMD)

(b) Hand Held Metal Detector (HHMD)

(c) Mine Detector

(d) Other Detectors

- (i) Wireless Telephones
- (ii) Alarm Devices
- (iii) Armored Vehicles
- (iv) Arms

- 11- The particulars of the uniform including color in case the applicant intends to use any uniform for the Private Security Guards and Supervisors of the Agency :
- 12- Does the applicant intends to operate in more than one districts? if so the name of the Districts .
 1.....2.....
 3.....4.....5.....
- 13- Does the applicant intend to operate in the entire state ?
- 14- Does the applicant possesses the training facility in its own or will get it on outsourcing basis? The name and address of training facility should be furnished.

Signature

Name of Applicant

Address of the Applicant

Tel. No. of the Applicant

Date of Application

Enclosure :

1. Copy of current Income tax Clearance Certificate.
2. Affidavit as prescribed in Section 7 sub-section (2) of the Act.
3. Other enclosures

Form VI

(See rule 8)

Govt. Of Jharkhand

Licence to engage in the business of Private Security Agency

Serial No.....

Date.....

Shri.....(Name of the Applicant) s/o.....
.....r/o.....

..... full address is granted the licence by
the Controlling Officer for the State of Jharkhand to run the business of Private Security Agency in
the district(s) of/State of (Strike of the inapplicable words)
.....with office at.....
.....
(address of the office)

Place of Issue.....

Date of Issue.....

This licence is valid upto.....

Signature

Name of granting Authority

Designation

Official Address

RENEWAL

(See rule 8)

Date of Renewal

Date of expiry

- 1.
- 2.
- 3.
- 4.

Signature

Name of renewing authority

Designation

Official Address

Form VII

(See rule 9)

Form for Appeal

An Appeal under section 14 of the Act

Appellant.....

S/o.....

r/o.....

Versus

Controlling authority/.....

Theabove named appeal to the Principal Secretary, Home Department, Govt. of Jharkhand, Jharkhand, Ranchi).....from the order of (Controlling Authority) dated.....day ofand against refusal of licence to run Private Security Agency and sets forth the following grounds of objection to the order appeal from namely.....

1-

2-

3-

4-

Enclosed list of documents :

.....

Signature

Name & Designation of the Appellant

Date

Place

Form VIII

(See rule 10)

Register of Particulars

(Part –I Management details)

S. No.	Name of person(s) managing the Agency	Parent's/Father's Name	Present Address & Phone No.	Permanent Address	Nationality	Date of Joining/Leaving the Agency
1						
2						

(Part –II Private Security Guards & Supervisor)

S. No.	Name of Guard/ Supervisor	Father's Name	Present Address & Phone No.	Date of Joining having the Agency	Permanent Address	Photograph	Badge No.	Salary with date
1								
2								

(Part –III Customers)

S. No.	Name of the Customers & Phone No.	Address of the place where Security is provided	Number & ranks of Security Guards provided	Date of commencement of service	Date of discontinuation of services
1					
2					

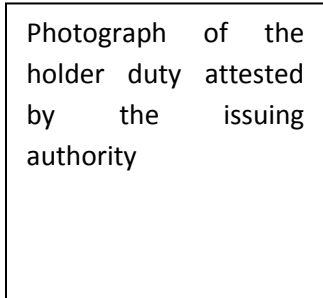
(Part IV Duty Roster)

S. No.	Name of the Private Security Guard/ Supervisor	Address of the place of duty	Whether provided with any arms/ammunition	Date & time of commencement of duty	Date and time ending of duty
1					
2					

Form IX

(See rule 11)

Photo-Identity card for Private Security Guard/Supervisor
(Name of the Private Security Agency)



Name.....

Official Designation.....

Identification No.....

Date of Issue.....

Valid Upto.....

Signature of the cardholder.....

Signature of the Issuing Authority

Official Seal

GOVERNMENT OF JHARKHAND
HOME DEPARTMENT

SUBJECT : PRIVATE SECURITY AGENCY RULES

1. **Section 3 -** Fees for verification.
 - (a) Security Agency - Rs. 1000/- (One thousand) rupees.
 - (b) In case of company of all Members/Partners/Directors: Rs. 500/- for every member/partner/director.
 - (c) Verification of character of Security Gaurds - Rs. 200/- per Supervisor/ Security Guard.
2. **Section 5-** Security training.
3. **Section 6 -** Physical Standards.
 - (a) Chest 80 cms with an expansion of 4 cms seems to be on higher side. Even for normal Soldier GD (Army) enrollment, it is 77-82 cms. It should be amended, if considered necessary as per normal enrollment of Soldier GD already included.
 - (b) The Ex-Servicemen and retired Police Personnel should be given relaxation considering their age in physical tests.
4. **Section 7 -** Clause 3 not available.
5. **Section 8 -** Issue/Grant of liecence.
 - (a) Duration of validity.
 - (b) Fee for grant of licence.
6. **Section 9 -** Nomination of authority for grant of licence.
7. **Section 11 -** Fee for renewal of licence to be same as for grant of licence.
8. **Section 16 -** Uniforms of Defence Services, Para Military Organizations, Central Military Forces and State Police should be strictly prohibited.

APPENDIX-II

TRAINING SYLLABUS

ANNEXURE-I

DETAILED TRAINING SYLLABUS FOR TRAINING OF SECURITY GAURDS (SEE RULE 5)

Class Room Work	:	100 hrs.
Field Training	:	60 hrs.
Duration	:	20 working days.
Daily Schedule :-		
6.00 AM TO 7.30 AM	:	Physical Training Squad drill and short baton drill (2 Periods)
9.00 AM TO 1.00 PM	:	Class Room : Theory Classes (4 Periods daily)
4.00 PM TO 5.30 PM	:	Field Training and Games (2 Periods)

Theory Classes to cover topics :-

1. Present security scenario – different types of threat (VIP/Institution/Internal Security)
2. Government Security Agencies.
3. Role of Private Security Agencies.
4. Duties of private security guards including
 - i. Post Duties.
 - ii. Access Control measures.
 - iii. Anti-Sabotage checks.
 - iv. Patrolling.
 - v. Checking of various documents.
 - vi. Intelligence collection.
 - vii. Crowd Control.
 - viii. Fire Fighting.
5. Security related equipment usage,
6. Communication equipments,
7. Explosive and IEDs – Identification and follow-up drill,
8. Standard Operation procedures to be followed :
 - i. In time of any crises
 - ii. Whenever suspicious objects are found.
9. Interface with public/police/other departments etc., procedures for lodging FIR.
10. Police/Army Organisation – Functional hierarchy.
11. Police and Army Badges.
12. Maintenance of records by Private Security Agencies.
13. Basic provisions of Law – Right of Private Defence, Arrest by Private person, Arms Act, Explosives Act etc.
14. The Private Security Agencies (Regulation) Act-2005 and rules. Rule-5(2) (c), (e), (f) & (m) of Jharkhand Private Security Agencies (Regulation) rules, 2010.
15. Relevant Labour Laws for Security Gaurds and Supervisors.
16. Language knowledge : English & Hindi.
17. Dos and Don'ts (Conduct rules)

Physical Training :

- i. Physical fitness drills : PT, squad drill and short baton drill.
- ii. Weapon training (Optional) – Identification of weapons.
- iii. Unarmed Combat.
- iv. Fire Fighting.
- v. Rescue drills.
- vi. First Aid.
- vii. Proper wearing of uniform
- viii. Offensive/defensive driving in case of drivers.

Particulars of Field Visits : Visit of Industrial Security Establishments and Government Security institutions. Interaction with Police Agencies (CISF, SPF, Local Police) and established Private Security Agencies.

Note :-

- a) Every trainee is required to qualify in the written examination and physical test to be conducted at the end of the training.
- b) The Trainees who fail to qualify in the examinations will have to undergo training for a further period of ten days and qualify in the outdoor and indoor examinations.

ANNEXURE-I (a)
TRAINING OF PRIVATE SECURITY GAURDS
(SEE RULE 5)

Class Room Work	:	40 hrs.
Field Training	:	16 hrs.
Duration	:	8 working days.
Daily Schedule :-		
6.00 AM TO 7.30 AM	:	Yoga/Drill etc.
9.00 AM TO 1.00 PM	:	Class Room : Theory Classes.
3.00 PM TO 4.30 PM	:	Class Room : Theory Classes.
4.00 PM TO 5.30 PM	:	Games, Familiarization with Security Equipment and at least three field visits.

The Training syllabus prescribed for indoor Training (Theory classes) for training of Security Gaurds is one and the same for this group of gaurds also, with lesser number of Classes for each topic.

However, they will be exempted from strenuous physical training. They will be taught simple squad drill, yoga, meditation etc. in the morning periods. In the evening, they will have to play games/go on field visits/ see demos.

Note :-

- a) Every trainee is required to qualify in the written examination and physical test to be conducted at the end of the training.
- b) The Trainees who fail to qualify in the examinations will have to undergo training for a further period of ten days and qualify in the outdoor and indoor examinations.

ANNEXURE-II

TRAINING OF SUPERVISORS

(SEE RULE 5)

Class Room Work	:	60 hrs.
Field Training	:	35 hrs.
Duration	:	10 working days.

Daily Schedule :-

6.00 AM TO 7.30 AM	:	Physical Training.
9.00 AM TO 1.00 PM	:	Class Room : Theory Classes.
3.00 PM TO 4.30 PM	:	Class Room : Theory Classes.
4.00 PM TO 5.30 PM	:	Games, field visits.

Physical Training :

- i. Physical fitness drills : PT, squad drill and short baton drill.
- ii. Weapon training (Optional) – Identification of weapons.
- iii. Unarmed Combat.
- iv. Fire Fighting.
- v. Rescue drills.
- vi. First Aid.
- vii. Proper wearing of uniform
- viii. Offensive/defensive driving in case of drivers.

Indoor Classes :-

1. Present Security Scenario
 - i. VIP Security
 - ii. Internal Security (Left Wing Extremism, ISI, Political unrest)
 - iii. Industrial Security : Various Govt. Security Agencies.
2. Role of Functioning of Private Security Agencies.
3. Duties of Supervisors including
 - a. Access Control
 - b. Anti-Sabotage checks.
 - c. Fire Fighting.
 - d. Intelligence collection.
 - e. Patrolling.
 - f. Checking of various documents. : Such as ID Cards, Vehicle Documents, Passports etc.
 - g. Disaster/Emergency Management Protocol
 - h. Crowd Control.
4. Explosive and IEDs – Identification and follow-up drill.
5. Security related Equipment.
6. Communication Equipment.
7. Interface with public.
8. Liaison with police and other concerned Govt. Department.

9. Supervision of Security Gaurds.
10. Records to be maintained by licensee.
 - i. Documentation.
 - ii. Framing of standing orders.
 - iii. Report writing.
11. Legal Provisions IPC (sec 96 to 106), Cr.PC (Sec 37 to 43), Labour Laws, Arms Act, Explosive Act and private Security Agencies (Regulation) Act, 2005 and Jharkhand Private Security Agencies (Regulation) rules, 2010.
12. Uniform.
13. Dos and Don'ts (Conduct Rules)
14. Leadership & Management.
15. Field Visits.
 - i. Visit of Industrial Security Establishment and Govt. Security institutions.
 - ii. Interaction with police agencies (CISF, SPE and Local Police) and well established private security agency.

Note :-

- a) Every trainee is required to qualify in the written examination and physical test to be conducted at the end of the training.
- b) The Trainees who fail to qualify in the examinations will have to undergo training for a further period of ten days and qualify in the outdoor and indoor examinations.

ANNEXURE-III

TRAINING MODULE FOR LICENCEES

(SEE RULE 5)

SIX WORKING DAYS TRAINING

Daily 6 HRS. : 9.00 AM TO 1.00 PM
: 3.00 PM TO 5.00 PM

1. Present Security Scenario
 - iv. VIP Security
 - v. Internal Security (Left Wing Extremism, ISI, Political unrest)
 - vi. Industrial Security : Various Govt. Security Agencies.
2. Role and functioning of Private Security Agencies :-
 - i. Fire Fighting.
 - ii. Disaster/Emergency Management Protocol
 - iii. Security Duties.
 - iv. Checking of various documents.
 - v. Information Security.
 - vi. Access Control
 - vii. Explosive, IEDs
 - viii. Anti-Sabotage checks.
 - ix. Security related equipments.
 - x. Communication equipments.
 - xi. Patrolling.
 - xii. Post duties.
3. Legal Provisions :-
 - a. The Private Security Agencies (Regulation) Act, 2005 and Jharkhand Private Security Agencies (Regulation) rules, 2010.
 - b. Relevant Labour Laws.
4. Management of Security Agencies :-
 - a. Uniform
 - b. Training of personnel of Private Security Agencies.
 - c. Documentation and Records to be maintained by the licensee.
 - d. Data Sharing Protocol.
5. Interface with public, police and other departments.
 - a. Interface with public.
 - b. Liaison with police and other concerned Govt. Department.
6. Private Security Personnel – Do's and Don'ts (Conduct Rules)
7. Field Visits :-
 - a. Visit to industrial Security Establishment and Govt. Security Institutions.
 - b. Interaction with police agencies (CISF, SPF, Local Police) and established Private Security Agencies.
