

**SUBJECT: CONTRACT FOR PROVIDING 06 NOS SECURITY GUARDS, 7 NOS UNSKILLED & 1 No. Semi-Skilled AT OUR DISTRICT OFFICE ASANSOL, BEML LIMITED, 3, Burnpur Road, Asansol, WEST BENGAL - 713304**

**SPECIAL TERMS AND CONDITIONS**

01. The contractor has to engage trained/experienced contract personnel per day to carry out the loading unloading (Unskilled work), sanitary, cleaning, gardening, security services, and clerical services. **However, the contractor is required to provide other category of workman as may be required by BEML in future during the contract period at the applicable statutory rate and same service charge within 15 days of placement of PO for the same by BEML.**
02. The payment of Minimum Wages (Central) to the Contract labourers has to be made on or before 7<sup>th</sup> day of every month by the Contractor. The present central wages for category B city as applicable to Asansol are to be indicated below:

Sl. No.	Description	Present Central Minimum Wages			
		Skilled	Unskilled	Gun-Man Security	Security Guards
01	Basic + VDA				
02	Total Wages per day.				

**However, all statutory payments/deductions/remittances are to be effected as applicable and as amended from time to time.**

03. The Successful bidder has to make the payment of Minimum wages as notified by Central Government from time to time, which will be made good by BEML Management.
  - A. After releasing payment to the laboures / Personnel, the contractor will submit his claim.
  - B. Contractor shall engage laboures after covering them under ESI Act. Labour without ESI coverage will not be allowed to enter the Company premises.
  - C. Contractor has to ensure that the personnel deployed with BEML shall not be working for other firms during their leisure shifts.
  - D. Whenever Management offers any increase in wages / allowances / bonus etc., during the contract period, the same has to be disbursed by the Contractor immediately on communication by the Management in writing and same shall be reimbursed by the Management after duly certified by the user dept and no separate service charges will be given for such disbursement.
04. The payments made by the Contractor towards monthly Minimum Wages, Employer's Contributions of ESI & PF, payment of Bonus, if any, payment of wages for National and Festival Holidays, etc. will be reimbursed by the Company on production of necessary proof for payment / remittance duly certified by the user dept. Such liabilities should be borne by the contractor in accordance with statutory requirements as well as Managements instructions initially and the expenditure incurred by the contractor towards above said liabilities will be reimbursed by the Company subsequently based on the records/claims after due scrutiny/verification. However, TDS will be recovered as per IT act for entire payment.

05. The contractor should also make payment of minimum bonus, if any, as applicable under Payment of Bonus Act every year which will be reimbursed by BEML.
06. The statutory payment like ESI, PF, EDLI etc., have to be made every month regularly to the authorities concerned and necessary copies of the Monthly/Half Yearly/Annual returns under various labour legislations, annual statements, etc, and Challans to be produced to the User and to the concerned officer.
07. The periodical returns in respect of ESI and PF should be submitted regularly to the authorities concerned and the documentary proof has to be submitted.
08. Normal office working hours will be from 9.00 Hrs to 17.00 Hrs. However, the shift timings are subject to change and the contractor has to provide manpower as may be required by BEML from time to time.
09. ACCIDENTS INJURIES AND DAMAGES: From commencement till completion of the Work the contractor shall take full responsibility, taking precautions to prevent loss or damage. Contractor shall be liable for all loss and claims, of injuries or damages to any person, which may arise during the course of work.
10. The contractor shall remain liable for the payment of all wages or other remuneration or benefits to his laborers or employees under various statutory legislations including Contract Labor (R&A) Act, Minimum Wages Act, the Payment of Wages Act – 1936, Employees Liability Act 1933, Shops & Establishment Act, ESI Act 1948, PF Act 1952, Payment of Bonus Act, 1965 or any other Acts or enactment relating there to and rules framed there under from time to time. In the event the contractor fails or neglects to pay amount, due to him under ESI Act or other labour laws, the company is entitled to withhold the same from any other amount payable to the contractor and remit the same to the authorities concerned such payment shall be binding on the contractor.
  - a. Copies of Attendance Register, Form 7 under ESI Act and all copies of returns /challans under various statutory requirements including ESI/PF/Contract Labour (R&A) 1970 Act etc should be produced to the concerned official every month.
  - b. The contractor is required to submit the daily attendance of labourers engaged duly certified by the Officer of company.
  - c. The contract labourers shall not be retained on overtime work on any day. However, due to exigencies, on Sundays/holidays if any the contractor shall deploy as per the direction given by user dept from time to time, such deployment will be adjusted against the total man days supposed to be supplied by the contractor in a month and under no circumstances personnel be allowed to work continuously beyond 10 days.
11. Contractor should provide following or any other required documents forms from time to time under Contract Labour (R&A)1970
  1. Register of Wages in Form XVII.
  2. Muster Roll in Form XVI.
  3. Register of Deduction in Form XX.
  - 4 Half yearly return in Form XXIV.
  5. Muster rolls in Form No XXII
  6. Attendance Register in Form No VII
  7. Wage Slips in Form XIX etc.....
12. The work is not carried out satisfactorily, the contractor shall suspend the execution of the work or any part thereof whenever called upon in writing by the company and shall not resume work thereon until so intimated by the company. The contractor shall have no claim for any payment or compensation or otherwise whatsoever on account of suspension of work and amount equal to the damages caused will be

recovered from the Contractor.

13. The Company reserves the right to extend the term of the contract or to short close the contract at any time without assigning any reasons at the discretion of the Management.
14. All the personnel as deployed shall have photo identity cards issued by the contractors which should be produced while on duty for identification.
15. Contractor should maintain all registers and records required for ESI, PF, Payment of Wages etc., under the statutes indicated in above and produce them for verification as and when called for by the company/ inspecting authorities.
16. All claims arising by OR at the instances of the labors or their heirs or successors including claims under the Employee's compensation Act shall be met by the contractor on his own account and the company shall have no liability in that behalf and shall be kept duly indemnified by the contractor. The company's liability will be limited only to the statutory requirement.
17. The labors employed for executing the work in this contract shall be healthy and able bodied person, capable of doing the work for which their services are indented. They shall be over 18 years of age, dutiful and obedient and execute the work assigned to them conscientiously and efficiently. They shall also punctually observe the working timings and the rules of the safety discipline and conduct while working within the precincts of the company.
18. In the event of the contractor failing OR neglecting to carry out the work as specified and as required by the company (BEML), the company shall be entitled to recover damages from the contractor, such damages being equivalent to the extra amount which the company is obliged to pay for hiring other labors and the incidental cost thereon, and in addition, the company shall also be entitled to forfeit to itself the security deposit or any part thereof remaining to the credit of the contractors and at it option also be entailed to terminate the contract.
19. The contractor shall take full responsibility by taking precautions to prevent loss or damage to the property of BEML LTD. He shall be liable for any damage or loss that may happen to the works or any part thereof. In addition, the contractor shall indemnify & keep the Company indemnified against all losses & claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the works. For this purpose, **the contractor shall take 'Employees Compensation Policy or Contractors all risk coverage policy (CAR POLICY)'** to cover the risks, as per the conditions of the contract, the insurance policy has to be kept valid till the work is completed and the possession of the insurance policy is to be handed over to BEML. The policy will be taken at his cost showing BEML as the 'PRINCIPAL' to simplify the work in the matter of rising claims and settlement thereof.
20. The contractor shall provide manpower as required on all working days / Sundays / holidays for carrying out the services satisfactorily in time without any complaints. The number of persons required will be intimated from time to time by the concerned department depending on the quantum of work. The entry badges will be issued only to the number of labors specified.
21. The contractor shall arrange for his Security Personnel to work in the three shifts, the timings for which will be indicated by the District Manager from time to time.

22. The contractor shall make his own arrangement for Transportation of his labors TO & FRO Office.
23. All the disputes and differences arising out of or in any way concerning this contract whatsoever shall be referred for decision to the CEO of the Company, whose decision shall be final and binding on the parties. In respect of dispute arising under this contract or connected there with the courts situated at Asansol shall alone have exclusive jurisdiction to entertain and adjudicate thereon.
24. **Service Charges includes Indirect labour expenses, viz., accessories required for security personnel, shoes, socks, uniform, cap, belt, whistle, Name plates, Lathi, Torch, Rain coat & Jersey (if required), and hand globes, helmet and other safety appliances etc., as applicable to workers deployed. Complete Safety and Security of the personnel deployed shall be the sole responsibility of the contractor and the contractor has to provide all safety appliances to the personnel deployed. In case of any lapses noticed, BEML reserves the right to impose penalty @ Rs. 500/- per case or at the discretion of BEML subject to maximum deduction of 10% of the running Bill. BEML also reserves the right to provide the safety appliance in case the same is not provided by the contractor and recover the amount from the contractor's Bill and also impose penalty at the discretion of BEML subject to maximum deduction of 10% of the running Bill.**

**a. Identity Cards to the Personnel if any.**

**b. Obtaining Employees Workmen Compensation policy or CAR POLICY.**

25. The security personnel deployed by the Agency shall be on duty for eight hours a day and it shall also be ensured that the next personnel take over charge from the duty guard after his duty of eight hours. The security personnel posted during any particular shift shall be relieved by the next shift duty personnel, and till then they will remain at their duty points. However, if any personnel are absent from duty, the amount will be recovered proportionately from Agency's bill.
26. The Agency shall ensure perfect discipline and behavior and diligent performance duties by the personnel, who shall not in any manner cause any interference, annoyance, nuisance to other officiating incharge.
27. For occurrence of any incidence like theft, pilferage, etc owing to gross negligence for the assessed loss, damage, if any, caused thereby. Agency shall have to take appropriate action with the police as required under laws.
28. The personnel provided by the Agency will not have any Request/Claim for any sort of employment or otherwise, either temporary or permanent with the Company. In the event of any employment injury or accident occurring to any of the personnel engaged by the Agency, the liability for payment of any compensation or damages will be that of the Agency alone and the Company shall be no way be liable for such payment of compensation/damages
29. The nature of the works to be performed by the Agency are mainly of Security Services which mean and include the jobs like :-

Round – the – clock security at the premises.

Checking of incoming & outgoing vehicles.

Maintaining Register for vehicle movements.

Maintaining Gate Passes.

Maintaining Register for Visitors.

Frisking

Locking and Sealing of Gates and doors.

Any other jobs assigned from time to time

30. Working hours (subject to change from time to time)

I Shift	:	06:00 Hrs	to 14:00 Hrs
II Shift	:	14:00 Hrs	to 22:00 Hrs
III Shift	:	22:00 Hrs	to 06:00 Hrs

Deployment of contract workers are to be effected as per BEML's requirement only. BEML reserves the right to allocate duties either in above shifts or in General shifts with different working hours in respect of Supervisors/Guards as per companies requirement. Total wages for 7(Seven) security guards will be paid by BEML. It will be the sole responsibility of the agency to have sufficient relievers to work efficiently 365 days round the clock.

31. ACCIDENTS INJURIES AND DAMAGES : From commencement till completion of the Work the contractor shall take full responsibility, taking precautions to prevent loss or damage. Contractor shall be liable for all loss and claims, of injuries or damages to any person, which may arise during the course of work.
32. The contractor shall employ security personnel to achieve the required rate of progress and ensure best workmanship of the degree required under various specifications and to the satisfaction of the Company. The contractor shall remain liable for the payment of all wages or other remuneration or benefits to his laborers or employees under various statutory legislations including Contract Labor (R&A) Act, Minimum Wages Act, the Payment of Wages Act – 1936, Employees Liability Act 1933, Shops & Establishment Act, ESI Act 1948, PF Act 1952, Payment of Bonus Act, 1965 or any other Acts or enactment relating there to and rules framed there under from time to time. In the event the contractor fails or neglects to pay amount, due to him under ESI Act or other labour laws, the company is entitled to withhold the same from any other amount payable to the contractor and remit the same to the authorities concerned such payment shall be binding on the contractor.
- Copies of Attendance Register, Form 7 under ESI Act and all copies of returns /challans under various statutory requirements including ESI/PF/Contract Labour (R&A)1970 Act etc should be
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  - produced to the office every month.
  - The contractor is required to submit the daily attendance of labourers engaged duly certified by the Officer concerned of company.
33. The Successful bidder should arrange Security personnel for entire office premises including stock yard etc.
34. The Successful bidder shall arrange to safe guard the materials & the properties of the company by posting security personnel in such a manner and such points so as to ensure full security cover of the premises /property.
35. The Successful bidder will arrange for surprise inspection of the entire premises to ensure that the Guards are alert at all times . The company reserves the right to depute its own inspection staff to conduct surprise check.
36. The successful bidder should supply his security personnel throughout the year in all shifts 24/7 and they shall not be engaged for more than 8 hours duty in a given day.
1. The services shall inter-alia cover the following specific aspects:-
- Security including protection of premises /company property/personal security of company employees in the premises & avoiding nuisances in the company premises.

- (ii) Prevention /protection of the materials from theft & fire
- (iii) Maintenance of law & order and discipline in the premises.  
Ensure that un-authorised persons do not enter the premises

2. The Security personnel employed for executing the work in this contract shall be healthy and capable of doing work for which their services are intended. They shall be over 18 years (preferably below 45 years) of medically fit for doing work, dutiful, obedient and execute the work assigned to them consciously and efficiently. They shall observe the timings and the safety rules, discipline and conduct while working within the premises of the company. The contractor will not sub-contract the work either in full or partially to any other person or persons
- 37 PAYMENT: The contractor shall submit bills after satisfactory completion of the work every month to the BEML office duly coordinated by the officer of company. If any remarks regarding the non-Performance etc., proportionate deduction will be effected from the Bills.
- 38 PENALTY: Penalty will be imposed on the service provider /agency for non-performance including forfeiture of the Bank Guarantee/Security Deposit at the discretion of BEML only. Apart from this, if the services are found to be unsatisfactory, BEML management has every right to short close the contract with or without giving notice. BEML also reserves the right to cancel the tender at any point of time without assigning any reason whatsoever.

**Signature of the Tenderer with Seal**