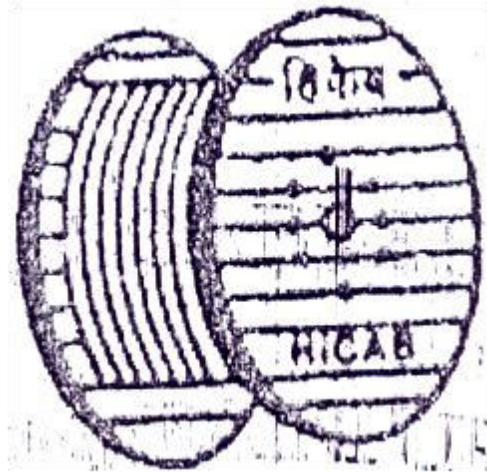


HINDUSTAN CABLES LIMITED

RUPNARAYANPUR UNIT



ENGAGEMENT OF SECURITY AGENCY

SHORT TENDER NOTICE

TENDER NO- PSG-428

HINDUSTAN CABLES LIMITED
RUPNARAYANPUR UNIT

PSG-428

Dated- 05.04.2014

TENDER NOTICE

Sealed Tender are invited for the established reputed and resourceful Security Agencies for undertaking following jobs inside and outside of factory premises for six months.

| <u>Job Description</u> | <u>Earnest Money</u> | <u>Estimated Order Value</u> | <u>Cost of Tender Set</u> |
|-------------------------------|-----------------------------|-------------------------------------|----------------------------------|
|-------------------------------|-----------------------------|-------------------------------------|----------------------------------|

| | | | |
|-------------------------------|-------------|--------------------------------|----------|
| Engagement of Security Agency | Rs-10,000/- | Rs-12.50 Lac for six months | Rs-300/- |
|-------------------------------|-------------|--------------------------------|----------|

for deployment of 20 nos of security personnel of various ranks.

No of Gunmen :- 6(Six)

No of Security Guard :- 14 (Fourteen), However it may be reduced/ increased based on actual need.

1. Tender sets are available against application from Cash Department / Rupnarayanpur and Regional Office / Kolkata, 116A, Rashbehari Avenue, Kolkata-700029, Phone No-033 24645373.

2. Tenderers are requested to submit the Complete Tender sets duly filled in along with necessary **Earnest Money Deposit in Draft or Cash** as mentioned above and other documents & credentials in a sealed Envelope The Envelope should be submitted in the Tender Box at our Commercial Department in Rupnarainpur.

3. EMD will be converted and adjusted towards Security Deposit.

4. Last date of sale of Tender- 23-04-2014

5. Last date & time of submission 23-04 -2014 upto 03.00 p.m.

6. Date & Time of opening of Tender 23-04-2014 at 03.30 p.m.

7. The Company reserves the right to accept / reject any Tender either in full or in part or offer the Tender to more than 1(one) bidder without assigning any reason thereof what so ever.

For more details please visit our website www.hindcables.com. and Tender documents can be downloaded from the website (if downloaded the cost of Tender sets must be paid separately through D.D.)

(Commercial Manager)

DFM(A)- 4 nos of tender sets are forwarded for sale.
AO(IA)- to depute One representative during Opening
CSO – for information.

HINDUSTAN CABLES LIMITED

RUPNARAYANPUR UNIT

Engagement of Security personnel
on contract basis.

TENDER NO : PSG-428

1. Company:- The term "Company" hereinafter referred to mean the Hindustan Cables Limited, P.O.- Hindustan Cables, Dist - Burdwan, West Bengal.

2. Party/Agency :- The "Party / Agency" shall mean the individual or Firm or Company whether incorporated or not, undertaking the works and shall include the legal personal representative or such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assigns of such individual or firm or company.

At the beginning of execution of the contract and also in case of change during the tenure of contract names of authorised supervisors / persons will have to be forwarded in writing to the company by the Party / Agency .

3. The Party / Agency should register his firm with the statutory authorities for engagement of labour maintaining statutory register relating to engagement of labour and payment to them.

4. Provident Fund :- The Party / Agency should strictly comply with all statutory provisions of Provident Fund wherever applicable.

5. Payment to Party / Agency :- The Party / Agency after having paid dues to the labourers , will submit bills within the next fortnight of each month (on monthly basis). Payment will be made within 60 days from the date of submission of the bill duly certified by the concerned departmental officer, the Chief Security Officer and Officers related to security department. The bills will have to be submitted along with the provident fund deposition slip & master roll copy (xerox) , if applicable , of the preceding month without which the bill will not be accepted by the concerned Deptt. for certification.

6. All statutory requirements under various labour enactments should be strictly followed by the Party / Agency i n respect of persons employed by him as an immediate employer whenever applicable from time to time and not mentioned hitherto.

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7. The Party / Agency will be required his deposition of security money in cash or by way of Bank Guarantee in favour of M/s. Hindustan Cables Limited , Rupnarayanpur Unit covering the contractual period if the contract is awarded to him. Amount of Security Deposit will be determined or merits at the time of finalisation of the contract. The amount of security Deposit will not exceed 5% of the estimated value.

8. The company shall not be liable for any damages or compensation payable in consequence of any accident or injury to workmen or other persons in the employment of the Party / Agency.

9. Arbitration :- All disputed and differences whatsoever arising between the parties out of or relating the construction meaning of operation of effect of the contract or the branch thereof shall be referred to the Dy. General Manager (Unit Head) , Hindustan Cables, P.O.- Hindustan Cables , Dist - Burdwan , or his nominee who will act as the sole arbitrator.

It will be no objection that the Arbitration is in Officer of Hindustan Cables Ltd. or that he had to deal with the matters to which the contract relates or expressed his view of any of the matters in dispute or difference. The award of the arbitration shall be final and binding on the parties to the contract. In the event of Arbitration, dying , neglecting or refusing the act or resign or being unable to act for any reason or his award being set aside by the court for , any reason it shall be lawful for the Dy. General Manager (Unit Head), Hindustan Cables Ltd., P.O.- Hindustan Cables , Dist - Burdwan to appoint another Arbitrator in place of the out - going Arbitrator in the manner aforesaid.

The Arbitrator may from time to time with the consent of the Parties to the contract enlarge the time for making the reward. Subject to the provision as mentioned aforesaid. The Arbitration & Conciliation Act 1996 and the rule framed there under or any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceeding under this clause. The venue of the Arbitration shall be Hindustan Cables Ltd. , P.O.- Hindustan Cables , Dist - Burdwan , West Bengal or such other place as the Arbitrator at his discretion may determine.

10. Jurisdiction :- All disputes arising in connection with quotation execution of contracts will be subject to the jurisdiction of the Court in Asansol.

Terms & Condition for engaging Private Security Agency

1. Above contract will be awarded for a period of six months. On satisfactory execution of the said tenure it may be extended for a further period of Six months however , it depends on Management discretion.
2. Either of the parties to the contract hereby reserves the right to terminate the contract by giving one month's written notice.
3. The parties to the contract must not indulge in any corrupt or unlawful practice while executing the contract. If any such case is reported against and established, the Hindustan Cables Ltd. shall have the full right to terminate the Contract. The work should commensurate with the norms of Industrial Security system and guideline from vigilance organisation / deptt. if or and any , prescribed by competent Authority from time to time .
4. If any loss or damage is caused by such other means including fire etc. to any material, item, goods belonging to Hindustan Cables Ltd., which is caused / attributable to the Party because of negligence , lack of appreciation for the cause etc. then the Party shall be held solely responsible for such losses or damages , so caused any they shall have to indemnify the Company appropriately.
5. The Party shall submit a list mentioning names and permanent address of their Security Personnel assigned to Guard the Premises to the Chief Security Officer , HCL with in a week of signing of this contract.
6. The Security Personnel assigned to Guard the premises should be fully Physically and mentally fit and have sound health so that they can cope with any emergent situation and the rigorous of duty schedule that may arise while guarding the premises. Such Security Personnel should preferably be Ex-Service men.
7. The Chief Security Officer of HCL on his behalf any other Officer looking after the Security Deptt., and duly assigned by competent Authority will be the Co-ordination Officer between Hindustan Cables Ltd. and Party and that he is to be kept posted of any changes whatsoever including deployment schedule , staffing pattern and other allied information.

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8. The Chief Security Officer or any Officer of Security Department so assigned shall conduct supervision, visits the sites / locations of duty at any time in twenty four hours to ensure that the premises is properly guarded. Any lapse , if found , on the part of the Security Personnel on duty will be taken seriously and they would be reported to the Party for appropriate actions and that actions taken by the Party in this regard are to be communicated forth with to ensure safety and security of the place. Any person deployed by the Agency must be removed from the contingent whose deployment is unwarranted by the company for any reason what so ever , in the establishment of the company.

9. The arms and ammunition of the Security Personnel posted at the site will be of their own and kept at their self custody and the same should have valid license. Hindustan cables Ltd. will have no responsibility in case of any untoward incident in respect of usage of the same arms and ammunition. A list of arms and ammunition provided to the Security Personnel Posted at the duty site will have to be given to the Chief Security Officer with in seven days of signing of this Contract. Details of usage, if any, of the arms and ammunitions given to the Security Personnel will have to be informed at once to the Chief Security Officer for Security reasons . Also , the Officers concerned of the Party Should visit the armoury of the Security Personnel regularly to ensure that the arms and ammunitions are in good condition and can be utilised in times of need.

10. During duty hours if the armed Guard opened gun firing on genuine Ground , the Company will reimburse an amount of Rs. 50/- (Fifty) per Cartridges subject to production of bills duly certified by the competent authority.

11. That the medical expenses, if any arising out of physical injury or otherwise of the Security Personnel including Supervisor deployed by the Party at the premises will have to be borne by them. However, subject to the availability , Hindustan Cables Ltd., may be rendered primary medical care whatsoever possible. The Agency shall bear the responsibility of taking out and maintain insurance coverage for their men and fulfill requirements under the Workmens' compensation Act 1923 and rules framed there under.

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12. The security personnel deployed at the site will wear standard uniform and maintain the same and that the entire expenses with regard to uniform and its maintenance to the security personnel deployed at the site will be borne by the Party. The number of manpower may be increased and or reduced at the prerogative of HCL Management according to necessity. Agency shall supply Torch light, Rain Coat/umbrella, Mosquito repeller, general and winter garments etc. for their men in duty.

13. The Security Personnel will be provided temporary accommodation by HCL which is to be vacated forthwith upon cessation of this contract. All the Security staff so deployed should stay at the site accommodation provided by HCL according to necessity.

14. That the Security Personnel Deployed at the site for Security reasons do not develop any close relation with the local people.

15. That the site and the material lying therein to be guarded by the Security Personnel deployed by the Party for 24 hours.

16. That in case of absenteeism because of sickness, leave or for any other reasons whatsoever the full meaning has to be ensured by the Party by maintaining a contingent to meet such requirements.

17. Manpower as worked out by the company to be deployed by the Agency for covering the Security Agency is mandays per day. These mandays will constitute the following :-

| | | |
|------------------------|---|--|
| i) Security Supervisor | : | 01 |
| ii) Armed Guard | : | 06 |
| iii) Security Guard | : | 16 may be reduced/ enhanced as per actual need. |

18. The Agency undertaking the Service contract must have a good credential and the staff deployed by it should be experienced or trained to do security job in factory and Industrial Establishment . They should be competent to intercept vehicles., check invoice and other papers, check entry permits etc. as part of their duties.

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19. Security Agency must have a Trade License , Registered with Employees P.F. , ESI (Where applicable) , Service Tax Department and it should follow and implement all provisions prescribed under law of the land applicable to their staff. The Agency must prescribe under law of the land applicable to their staff. The Agency must follow minimum Wages Act in particular for their men.

20. The Security Agency will depute only those persons to the Establishment of the Company who have positive Antecedent Report, who possess required physical standard , academic qualification , sound health , high morale to perform security job. The security Agency shall inform the Company the retirement age of their men concerned in their Tender Documents . The men deployed under their contract shall be young in age, energetic and performing.

21. The Security staff residing in Company's accommodation should lead a regimented life, maintain discipline even beyond duty hours. They are expected to fulfill social commitments also during and beyond duty hours for protecting the civil rights of the society.

Payment including statutory coverage should be clearly mentioned.

That the above rate per month is inclusive of everything and that no other claim whatsoever at part emoluments is admissible.

Service Tax as per rules of Govt. of India and Govt. of West Bengal will be charged extra.

