

POLICY AND PROCEDURE REGARDING ENGAGEMENT OF PRIVATE SECURITY AGENCIES.

POLICY:

Security Agencies sponsored by Directorate General Resettlement, New Delhi are being engaged for security cover in WCL while taking into consideration the Office Memorandum No. 6/22/923-GL-15-DPE(SC/ST) dtd. 1.2.1994 of Department of Public Enterprises, Govt. of India. No private security agency other than DGR sponsored Agency is being engaged for providing security cover in WCL.

PROCEDURE OF ENGAGEMENT:

1. On the basis of field security requirement limited to sanctioned Manpower Budget of WCL, requisition is made to the O/o Director General Resettlement, New Delhi, for sponsoring security agencies for security cover in WCL.
2. Based on perspective requirement of WCL, Director General Resettlement issues sponsorship for Security & Allied Services wherein the security agencies registration no., name of the security agency, Proprietor / Directors' name and no. of guards the security agency can deploy is mentioned.
3. Initially, the duration of security contract as per DGR sponsored letter is for 02 years, which is further extendable by another two years on receipt of satisfactory performance certificate from the Principle Employer i.e. WCL. Maximum period of sponsorship including responsorship of any security agency is limited to 04 years..
4. The Proprietor / Director of the Security Agency establishes contact with the of WCL before the stipulated date mentioned in the sponsorship letter of DGR.
5. While considering the booklet on “**Instructions for Functioning of DGR Empanelled Ex-servicemen Security Safety and Fire Protection Management Agencies**” circulated by DGR, New Delhi, on 20th February, 2006 and the terms & conditions laid down by WCL Management, the Proprietor / Director is briefed by WCL management and if the same is agreed to by the Proprietor / Director of the sponsored security agency, they are directed to carry out field survey of the workplace. After that if the Proprietor / Director of the sponsored security agency gives his willingness, on the requirement basis the agency is given the work order after

obtaining the approval of competent authority and completing all administrative formalities .

6. Over and above the instructions of the DGR, the following terms and conditions have been laid down by the WCL management, which are required to be agreed upon by the Proprietor / Director of the security agency before accepting their willingness.

a) The prospective security agency must obtain labour licence from Assistant. Labour Commissioner (C) under the Contract Labour, Regulation and Abolition Act before the commencement of the work.

b) An affidavit is obtained from the security agency that there shall not be any relationship of master and servant between them and WCL and also security personnel deployed by the security agency shall have no right whatsoever to claim any employment with WCL at any stage.

c) Penalty Clause :

i) If the security agency fails to maintain 90:10 ratio, the service charges which are negotiated @ 13% shall be reduced to 11% in case the ESM ratio is upto 70% and below 70% the service charges would be 6% only.

ii) Coalfield allowance is given provided the security agency manage to maintain 90% Ex-servicemen ratio at a workplace.

d) For loss, if any, on account of theft and pilferage of company's property due to negligence / connivance of the security personnel of the DGR sponsored security agency, the same shall be compensated by the security agency if during the joint inquiry the same is established.

e) Only, first-aid medical facility shall be rendered by WCL to the security personnel of the agency in emergency. Rest shall be responsibility of the security agency for subsequent medical treatment of his employees.

f) The security agency must deposit 1% of the total contract value towards security deposit after issuance of work order.

g) A proper agreement is signed between the DGR sponsored agency and the WCL management when the Security Agency deploys it's personnel in the area of operation . One of the clauses of the Agreement is that . 30 day's notice for withdrawal of security personnel from the area of operation by either of the parties is mandatory.