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Government of India/Bharat Sarkar  
Ministry of Home Affairs/Grih Mantralaya  
Central Industrial Security Force

**MEMORANDUM OF UNDERSTANDING**

**General**

1 This Memorandum of Understanding (hereinafter referred as "MOU") is made and entered into by and between the Central Industrial Security Force (CISF) and the Management of BHARAT COOKING COAL LIMITED (Name of the Undertaking) through their authorized signatory whose address is GENERAL MANAGER, Industrial Engineering BCCL DHANBAD and the Management of BHARAT COKING COAL LIMITED represented through K.MITRA, GM, Industrial Engineering whose address is BCCL, KOYLA BHAWAN, DHANBAD.

2 This MOU is effective upon the day and date last signed and accepted by the duly authorized representatives of the parties to the MOU and it will remain in force and effect till the time CISF is deputed to the Government/ PSU/ Private Organisation/ Establishment concerned hereinafter called Client Organisation and/ or the Unit. The head of the CISF contingent deployed so, herein after is indicated as Commander or Unit Commander.

**Security and Other Infrastructure and Equipments**

3. The Client Organisation shall provide the infrastructure, office accommodation, security related infrastructure, residential accommodation (married & bachelor), communication (including telephone/ wireless/ internet), transport, modern security gadgetry, furniture, and other equipment/ amenities, for deployment of CISF at the Unit as per the provisions of Central Industrial Security Force Act, 1968 at the norms/ scales authorized by MHA and the other applicable orders/ instructions issued by Government of India from time to time. The details of such requirements are as per the following Appendix and Annexure I to VII of this MOU -

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|--------------|---|
| Appendix     | Authorization for Infrastructure and Equipment            |
| Annexure-I   | Office and Residential Accommodation (married & bachelor) |
| Annexure-II  | Transport   |
| Annexure-III | Communication Equipment & Accessories                     |
| Annexure-IV  | Furniture for Office                                      |
| Annexure-V   | Furniture and Equipment for Barracks                      |
| Annexure-VI  | Cooking utensils  |
| Annexure-VII | Tradesmen tools   |

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4. Joint Survey Report (JSR)/ Authorisation: A joint Survey of the Unit would be carried out by CISF along with the Client Organisation. The Client Organisation will ensure that all the security and other infrastructure, as required and specified in the Joint Survey Report prepared before the induction of CISF into the Unit are provided to CISF in a time bound manner, subject to the authorized norms applicable to CISF as specified in Column 3 of the Appendix to this MOU.

**Safety Measures and Safety Audit**

5. Before the deployment of CISF at the unit, the Client Organisation will ensure that all the *safety measures, as required under the instant statutes and rules are in place, since the security requirements of the unit are closely linked with the safety aspects as well.* The Client Organisation shall share the reports about the safety measures with CISF from time to time as and when so demanded by CISF.

6. The Client Organisation will ensure carrying out of the safety audit as required under the instant statutes and rules at regular intervals as specified under the rules. The management will keep CISF apprised of the safety audit reports to the extent the outcome of such audit reports is linked with the security aspects.

7. *Pre Induction Formalities (PIF):* The Client Organisation shall provide the minimum infrastructure, office accommodation, security related infrastructure, residential accommodation (married & bachelor), communication (including telephone/ wireless/ internet), transport, modem security gadgetry, furniture, and other equipment prior to the deployment of CISF at the Unit as part of the Pre Induction Formalities (PIF) as specified in Column 4 of the Appendix to this MOU.

8. *Security Deposit:* As Pre Induction Formalities the Client Organisation will also deposit an amount equal to 3 months' average salary bill of CISF contingent to be deployed as security deposit before release of the posts as applicable. The Client Organization would submit a Bank Guarantee for an amount equal to average three months supervision/ deployment charges. Such Bank Guarantee would be invoked in case of failure of Client Organization to pay dues alongwith penal interest, if any, within three months of de-induction or otherwise, as the case may be, in addition to average deployment charges for three months being taken in advance from Client Organizations.

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9. Completion of the Remaining Formalities: The remaining infrastructure, equipment and other amenities shall be provided by the Client Organisation after the induction of CISF in a phased and time bound manner as per the time lines as specified in Column 5 of the Appendix to this MOU. (120)
10. Access Control System: The Client Organisation shall also provide the new or modify the existing access control system, physical security measures and infrastructure as per the requirements.
11. Operational Control Room: The Client Organisation shall provide a fully furnished operational control room with adequate communication facilities like telephones, wireless, fax, computers and installation of a wide monitoring facility of CCTV and other equipment as identified in the Joint Survey Report. Status of facilities will be reviewed yearly, or early if so required for a specific reason, and will be addressed by the Client Organization as per clause 14.
12. Annual Maintenance Contract (AMC): The Client Organisation will also provide for the Annual Maintenance Contract (AMC) for the infrastructure, equipment and gadgetry provided to CISF under this MoU. Periodic Review by CISF to improve/ upgrade the security
13. CISF shall conduct a review annually, or even earlier if so required for a specific reason, to improve and upgrade the security in the unit. After such review any additional requirements would be assessed by the Unit Commander of the CISF Contingent and projected to the Client Organisation. The Unit Commander will also periodically assess the status of the existing equipment and infrastructure provided by the Client Organisation to CISF and make suggestions regarding equipment and infrastructure required to improve the security measures and project the additional requirements to the Client Organisation, if any. The requirement projected by CISF would be as per the norms and authorization approved by MHA from time to time.
14. If the Client Organisation agrees with the assessment/ request of CISF, it will take immediate necessary action to meet such additional requirements in a time bound manner taking into account the security exigency. In case the Client Organisation does not agree with the assessment/ request of CISF, it will refer the matter, within 7 days, to a Standing Joint Survey Committee on Security to be set up by DG, CISF having representatives from Client Organisation and CISF. CISF can also refer their assessments /requests to the Standing Joint Survey Committee on Security in case they are not satisfied with the response/ action taken by the Client Organisation to their demand. The Standing Joint Survey Committee will give their recommendation within 15 days. The recommendations of the Standing Joint Survey Committee would be binding on the Client Organisation who shall implement these decisions in a given time frame not exceeding 3 months for providing the above.

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15. In case no action is taken by the Client Organisation on the recommendations of Joint Survey Committee/requests of CISF within three months or in exceptional circumstances relating to the security of the undertaking CISF reserves the rights to incur expenditure on infrastructure items like strengthening of Kote, Explosive Magazine, Morchas, Watch Towers, Fencing etc. The expenditure incurred by CISF will be recouped by the Client Organisation within 30 days of raising the bills. Such action should, however, be resorted to only with the approval of Director General, CISF.

16. Purchase of Arms & Ammunition, Critical Gadgets and Security System: CISF will procure arms and ammunition, critical gadgets, security system etc. which may be required to be deployed in compliance with the provisions contained in this MoU as per the requirements, authorized norms and sanction of MHA for strengthening the security of the undertaking/ countering the security threat to the undertaking. The expenditure on the procurement and maintenance of the same will be borne by the Undertaking.

17. Imprest Fund and Consumables: The Client Organisation will make a provision for monthly Imprest Fund to be used by Unit Commander to incur expenditure by the Unit Commander. The amount may be decided by the Client Organisation and this will be recouped as and when bills are submitted by the Unit Commander. The Client Organisation shall also provide stationary and other essential consumable items required for day to day functioning of the unit as agreed at the time of Joint Survey.

18. Services of Tradesmen and Followers: If the services of drivers, cooks, washermen, barbers, sweepers and other tradesmen are not provided for in the regular deployment of CISF sanctioned by MHA, the same would be provided by the Client Organisation as per the scale given in the Joint Survey Report.

19. Green Initiatives: The CISF and Client Organisation would plan and implement wherever there is a scope for water harvesting and conservation, energy conservation strategies, green buildings and such other environment friendly policies and best practices including use of Information & Communication Technology.

#### Medical, Educational and Other Facilities

20. The Client Organisation shall provide medical facilities to the CISF personnel and their families strictly at par with their own employees. The Client Organisation shall also re-imburse the medical claims of family members of CISF personnel who are staying away from the unit at par with the rates given to their own employees. These will include the families of personnel staying in barracks, SOs Mess and GOs Messes whose families are not staying with them. In case of hospitalization/injury of CISF personnel while on duty, the Client Organisation will bear the cost at the rate at par to their own employees.

  
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21. The Client Organisation will provide educational facilities/ allowances to the wards of CISF personnel and their families in the installation run by the Plant at par with the own employees of the PSU.

22. Compensation for death or incapacitation or injury: In the event of death or incapacitation or injury of any CISF personnel while on duty the Client Organisation would be liable to pay the ex-gratia at a rate fixed by the Government or at a rate at which the PSU is paying its employee in case of death, whichever is higher. Special recommendations could also be made by DG, CISF if it is a case of death in action against militants/ naxalities/ terrorists / dacoits / anti-social elements.

#### Cost of Deployment

23. The deployment of the Force will be entirely at the cost of the Client Organisation which, interalia, will include following costs of deployment of CISF personnel in connection with the security of Client Organisation:

- i) Salary and allowances;
- ii) Pension and leave salary contribution;
- iii) Travelling Allowances/ Daily Allowances (TA/DA);
- iv) Proportionate cost of raising and continuing training of personnel;
- v) Supervision and monitoring charges;
- ✓ vi) Cost of clothing;
- vii) Cost of equipment, if not provided by the Client Management;
- viii) Cost of Arms and Ammunitions;
- ix) Taxes as prescribed by the Central Government, State Government and Local Bodies from time to time; and
- ✓ x) Any other charges as specifically agreed between the parties to this MOU.

24. Payment of Deployment Charges: Bills on account of deployment charges will be preferred by CISF for every month by the 10<sup>th</sup> of the subsequent month and the Client Organisation will make the payment within 20 days thereafter. In the event of default in payment of CISF dues a penal interest @ 2% above the PLR (Prime Lending Rate) will be paid by the Client Organisation for the period of such default.

i) No interest will be charged on the delayed payment of few days in respect of Client Organizations that are regular in payment of dues of deployment ("Regular in payment" would mean who are making payment as per existing procedure in this regard). For the delayed payment of few days, grace period of maximum of 10 days from the date on

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which payment was, due will be allowed, in case of establishments which are regular in payment, on case to case basis, with the approval of DG

ii) The levy of penal interest will be as per provisions laid down in MHA letter No.II-27011/17/2003-PF.II dated 08/08/2003, No.II-27011/17/2003-PF.II dated 17/03/2005 and subsequent orders issued by MHA.

Temporary Deployment/ Duty Outside the Unit

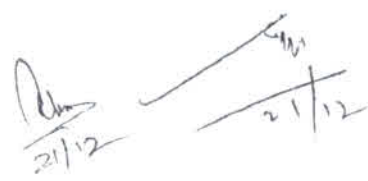
25 The unit commander may detail the CISF personnel for temporary duties/assignments such as *liason with local administration, tours, trainings, court duties, attachments etc.* If such detailment does not exceed 5% of the sanctioned strength for that unit and the duration of the detailment is within one month, then such detailment will not be construed as permanent reduction of strength for the purpose of pay, allowance etc and Client Organisation shall continue to pay the cost of such personnel on their deployments.

26 It is also agreed that a part of the force may be withdrawn for temporarily deployment on other important assignments/duties in the national/ public interest such as elections, law and Order duties, Internal Security requirements/ assignments etc. as per the orders/ under the directions of Ministry of Home Affairs. However, the Client Organisation will not have to bear the expenses of the force withdrawn from the unit and deployed for such assignments which will be borne by the Government.

27. Security Audit: MHA may at any time order a special security audit of the unit either directly or through an agency MHA may deem fit. The cost of such security audit will be borne by the Client Organisation since such audit, if conducted, would be in the interests of the security of the unit. Termination

28. In case of failure to respect the obligations as contained in this MOU, CISF may withdraw from the Unit in terms of sub section 2 of Section 14 of Central Industrial Security Force Act, 1968 with the approval of Ministry of Home Affairs.

29. In case of default in payment of CISF dues over a period of 2 months CISF may issue formal notice to the authorized signatory of the Client Organisation for withdrawal of CISF from the industrial undertaking in terms of sub section (2) of Section 14 of Central Industrial Security Force Act, 1968. In that case the security deposit shall be forfeited and in addition CISF will be paid its dues as per the actual billing by the Client Organisation.

  
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Notwithstanding the above, Ministry of Home Affairs reserves the right to withdraw CISF from the Unit at any time in the broader National/ Public Interest.

| Signatures   | Signatures   |
|--|--|
| <br>K. MITRA 21/12/11 | <br>C.L. BHATIA 21/12/11 |
| Name & Signature of the Authorized representative of Client Organization                               | Name & Signature of the Authorized representative of CISF  |
| Designation GM, Industrial Engineering   | Designation : COMMANDANT   |
| Place KOYLABHAWAN  | CISF UNIT BCCL-CCWO DHANBAD  |
| Date 21.12.2011  | KOYLANAGAR   |
|  | 21.12.2011   |