



GOVERNMENT OF WEST BENGAL  
OFFICE OF THE EXECUTIVE ENGINEER

LOWER DAMODAR CONSTRUCTION DIVISION  
IRRIGATION AND WATERWAYS DIRECTORATE  
FULESWAR, ULUBERIA, HOWRAH, W.B. - 711316

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Memo No 869

Dated 29.05.2017

**NOTICE INVITING QUOTATION NO- 2/LDCD OF 2017-18**

Sealed quotations in company's letter head are hereby invited by the Executive Engineer, Lower Damodar Construction Division, Fuleswar, Uluberia, Howrah on behalf of the Governor of West Bengal from the interested bonafied registered company or agency for the work, "Engagement of Security Guards in Fuleswar Irrigation Colony located at Fuleswar, P.S. Uluberia, under Lower Damodar Construction Division, Irrigation & Waterways Directorate, Government of West Bengal" as per following terms and conditions. The rate should be quoted both in figures and words as per proforma enclosed with the quotation by mentioning labour rate per head per month including all other relevant charges.

The quotation will be received in the Tender Box kept in the chamber of the Executive Engineer, Lower Damodar Construction Division on 20.06.2017 up to 2:00 p.m. and will be opened by the undersigned at 3:30 p.m. on the same day in presence of the intending participating quotationers. No quotation will be entertained by post or hand.

The quotationers should meet the following terms and conditions for the work and will be available in the office of the Executive Engineer, Lower Damodar Construction Division on any working day within the office hours. The interested persons are requested to go through the terms and conditions before quoting their rates.

**TERMS AND CONDITIONS: -**

1. The validity of quotation is 1(one) year
2. Minimum wages as fixed by Labour Department, Govt. of West Bengal from time to time shall have to pay by the successful quotationer. Undertaking should be submitted in letter head, accordingly prior to every payment by this end.
3. Valid copies of Trade License/latest Income Tax return/PAN/VAT and P. Tax challan issued by the appropriate authority are to be enclosed along with applications, failing which the quotation will liable to be rejected.
4. No enhancement of rate is admissible.
5. No conditional/incomplete rate will be accepted under any circumstances.
6. 02 (two) nos. Security Personnel without arms will have to be deployed for 3(three) shifts daily.
7. The quotationers will have to submit along with their quotation Earnest Money Deposit (EMD) @ **Rs. 8574.00 (Rupees eight thousand five hundred seventy four)** only in the form of Bank Draft (BD) / Bankers Cheque (BC) / Deposit Call Receipts (DCR) of any scheduled Bank of India in favour of **Executive Engineer, Lower Damodar Construction Division, payable at Uluberia**. Payment in any other form, e.g. NSC, KVP, etc. will not be accepted.
8. The successful quotationer will have to execute formal agreement in W.B. Form 2911 in the Office of the Executive Engineer, Lower Damodar Construction Division.

### Additional Terms & Conditions

1. The Executive Engineer of the Division concerned will be the Engineer-in-Charge in respect of the contract and all correspondences concerning rates, claims, change in specification and/or design and similar important matters will be valid only if made by the Engineer-in-Charge. If any correspondence of above Quotation is made with Officers other than the Engineer-in-charge for speedy execution of works, the same will not be valid unless copies are sent to the Engineer-in-Charge and approved by him. The instruction given by the Sub-Divisional Officer and the Junior Engineer on behalf of the Engineer-in-Charge shall also be valid (who have been authorized to carry out the work on behalf of the Engineer-in-Charge) regarding specification, supervision, approval of materials and workmanship. In case of dispute, the decision of Engineer-in-Charge shall be final and binding.
2. The acceptance of the Quotation including the right to distribute the work between two or amongst more than two bidders will rest with the Quotation Accepting Authority without assigning reason thereof. The accepting authority reserves right to reject any or all Quotations without assigning any reason thereof.
3. The Bidder shall have to comply with the provisions of (a) Contract labour (Regulation & abolition) Rules, 1970 (b) Minimum Wages Act 1948 or the modification thereof or any other laws relating thereto as will be in force from time to time.
4. Imposition of any duty / tax / royalty etc. whatsoever of its nature (after work order / Commencement and completion of the work) is to be borne by the bidder. Original challans of those materials, which are procured by the bidder, may be asked to be submitted for verification.
5. No mobilization / secured advance will be allowed unless specified otherwise.
6. All working tools and plants, scaffolding etc. will have to be arranged by the contractor at his own cost.
7. The contractor should see the site of works and Quotation documents before submitting Quotation and satisfy himself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site of work, availability of drinking water and other human requirements and security etc. The contractor will not be entitled to any claim or extra rate on any of these accounts.
8. No compensation for idle labour, establishment charge or on other reasons such as variation of price index etc. will be entertained.
9. All possible precautions should be taken for the safety of the people and work force deployed at worksite as per safety rule in force. Contractor will remain responsible for his labour in respect of his liabilities under the Workmen's Compensation Act etc. He must deal with such cases as promptly as possible.
10. The quantities of different items of work mentioned in the Quotation schedule or in work order are only tentative. In actual work, these may vary considerably. Payment will be made on the basis of works actually done in different items and no claim will be entertained for reduction of quantities in some items or for omission of some items. For execution of quantitative excess in any item beyond 10% or supplementary works, approval of the Superintending Engineer / Chief Engineer would be required depending on whoever be the Quotation Accepting Authority, before making payment.
11. It is the responsibility of the agency to follow the corrigendum/s published from time to time subsequent upon the publication of the Quotation within the stipulated time. Non-submission of corrigendum/s may lead to cancellation of the technical/financial bid as applicable.

12. Income tax, Sales tax/Vat, Royalty and all other incidental charges will have to be borne by the contractor as per existing rule.
13. Quotationers who will resort to canvassing is liable to be rejected.
14. No compromise would be allowed regarding payment of minimum wage rate and EPF, ESI & Bonus.

#### **Special Terms & Condition**

1. Protection of residential complex, office campus, stores including all properties against theft, pilferage, loss and sabotage to be done round the clock.
2. Guarding the entry and exit points to the premises or at vulnerable points as desired by the Engineer-in-charge for ensuring security of the colony as well as to control movement of visitors to/from residential colony in a manner so that the occupants are not harassed unnecessarily in the process of enforcement of the security measures.
3. Any unknown person/new person/vehicle not acquainted with the security guards are not authorized to enter the colony unless be allowed to enter through the gates by the Engineer-in-charge subject to verification with the due details entry in the register by the security personnel to be maintained at the gates by the agency.
4. To check the incoming and outgoing store materials and also to allow the movement of such materials through the gates stipulated by the Engineer-in-charge/concern S.D.O., verification of materials against valid/authorized gate pass/challan/documents is to be made by the Agency. Maintenance of vehicle movement register duly authenticated by the concern S.D.O or his authorized representative with detail entry at the own cost of the agency and in case of any requirement the said register is liable to be produced to the concern S.D.O or his authorized representative.
5. To ensure effective protection within the entire premises as described above, night patrolling is to be performed vigorously, for the entire residential complex/ office Building.
6. Restraining of entry of unauthorized persons to the residential colony is the entire responsibility of the agency and any untoward incident, if arises, for such unauthorized entry, the agency will be liable. In case of failure in performing the duty from the part of the agency the Engineer-in-charge will reserve the right to take any suitable action/penalty as deem fit and decision in this respect of the Engineer-in-charge is final.
7. The agency will be entirely responsible for ensuring round the clock manning for guarding at every entry/exit point of the entire premise including roster patrolling thereof as directed by the Engineer-in-charge in special/abnormal cases. Any absence in the duty as mentioned if observed/detected by the Engineer-in-charge or his authorized representative, the person assigned will be treated as absent and no excuse/claim will be entertained from the agency in this respect. Frequent unauthorized absence in duty if observed and no measures, if taken by the agency, in spite of reminders made in this respect, the agency will be liable for imposition of penalty as deem fit by the Engineer-in-charge and decision of the Engineer-in-charge is final and binding in this respect to avoid repetition of laxity in performance of duty.
8. Disqualification of any guard will bar him to be engaged for duty.
9. Disqualification of a guard, if reported, will be summarily effected, on the following grounds: -

- i) If any guard is found sleeping in the night shift on duty.
  - ii) If a guard is not found in his duty location or found to be engaged in gossiping with outsiders during duty hours.
  - iii) If any complaint is lodged against a particular guard for immoral/illegal/irresponsible activities.
10. Security personnel to be deployed by the agency should be trained having sound physical condition with capacity for performing such duties and experience of similar duty for at least 1(one) year. Security personnel should be courteous, humble, competent, alert, tactful having good moral character to perform the duty satisfactorily in the interest of the security of the entire Colony. They are to deal with the unauthorized entry finally and with the authorized persons gently without causing harassment to the Govt. employees & residents of the colony.
  11. The agency will have to provide proper uniform, badges with photograph showing identity of each security guard including providing all requisites for performing security guarding viz. operating torch, batters for guarding, Bell/Gong (for hourly sounding at night from 11.00 pm. onward) whistle and rain coat, gum boot in the rainy season at his own cost. The agency should provide a chair at each gate. If the agency fails to provide the appropriate requisites as cited, immediate penalty including treating the person as absent as deem fit by the Engineer-in-charge/concern S.D.O., for violation of contract including hindering the proper guarding will be imposed and the same will be recovered from the monthly bill of the agency forthwith. The extent of penalty for this failure as fixed by the Engineer-in-charge is final and binding.
  12. List of security personnel to be deployed by the agency monthly with the provision of three shift duties furnished by the agency well ahead to the S.D.O. before their deployment for fixing responsibility during their incumbency of guarding.
  13. No person other than enlisted persons are authorized to be deployed. In special case, the agency should have to obtain prior concurrences from the Engineer-in-charge.
  14. For verification of attendance of security personnel daily, the agency is liable for submission of duty chart including their location of assignment every day in the morning to his authorized representative, failing which they will be treated as absent for that day and no payment will be made for the day.
  15. The Department reserves the right to ban the engagement of any or all security personnel for any act prejudicial to the interest of the Government.
  16. The agency shall be responsible for paying the security guards deployed as per minimum wages Act and should not violate the provision as contained in various enactments viz. Contract labour (Regulation & Abolition Act) Industrial Dispute Act, payment of wages Act and all other relevant acts in force.
  17. The Department will not compensate for any overtime duties performed and no extra claim will be entertained on the account. The agency must arrange suitable reliever for any guard to be relieved for physical/natural needs.
  18. The successful quotationers are liable to execute and maintain personal insurance of the security guards to be deployed.
  19. The Department shall not be responsible in any way for employment of the security personnel engaged by the agency on termination of the contract made with him.
  20. The agency shall have to maintain First Aid & Medical facilities for his security personnel during the contract at his own cost and arrangements. Department will not be bear any cost on this purpose as well as not be responsible for any eventuality to the security personnel.



21. The agency is not permitted to sublet or assign any portion/entire portion/of the contract to any other person/firm and in that case his contract made with the Engineer-in-charge is liable to be cancelled.
22. The contractor is liable for indemnity of the department/residents against losses or damages caused to the departmental/residential properties on account of any involvement by way of reluctant laxity / unauthorized absence/any lapse detrimental to the security aspect of the security personnel deployed by the agency. The decision of the Engineer-in-charge in this respect is final and binding.
23. The agency will also be responsible for any dispute arises among the security guards. The contractor shall always keep the department indemnify and harmless against all damages and claims causing there from.
24. The Department reserves the right to recover part or whole of any outstanding claim of the department against the contractor from the security money or any outstanding bill.
25. The contract will be made initially for a period of 6 (six) month and rates quoted should be valid for the said period. No escalation will be entertained beyond the accepted rate.
26. The nos. of security personnel to be required is provisional and may be changed as per requirement of the department with a prior notice of 15(fifteen) days. Any claim for discarding additional personnel deployed due to actual requirement of department on modified conditions for the overall interest of the department will not be entertained.
27. The contractor shall have to make good losses, if any, sustained by the Government and/or colony occupants due to lack of guarding and security measure if established after proper enquiry by the competent authority if desired by the Engineer-in-charge or competent authority. If the lapses of the agency already recorded and established, question of referring the matter to competent authority will not arise and decision of the Engineer-in-charge in this matter will be final and binding.
28. The entire security deposit free off interest will be refunded to the contractor on successful completion of contract period subject to the availability of fund.
29. A normal working day shall consist of eight hours of work including interval for fifteen minutes for rest.
30. The concerned departmental authority shall not responsible to compensate or otherwise liable in any manner whatsoever for an injury and/or death of Security Guard while on duty.

*MR. K. SINGH 29/5/17*  
Executive Engineer  
Lower Damodar Const. Division

Memo No. 869/(3) Dated 29.05.2017

Copy forwarded for information and necessary action to the: -

1. Superintending Engineer, Western Circle-1, I&W. Directorate, Jalasampad Bhawan, Salt Lake City, Kolkata-91.
2. S.D.O./L.D.C. Sub-Division No. I/II/III & IV.
3. Notice Board of this Office.

*MR. K. SINGH 29/5/17*  
Executive Engineer  
Lower Damodar Const. Division

## **PROFORMA FOR SUBMISSION OF QUOTATION**

### **NOTICE INVITING QUOTATION NO- 2/LDCD OF 2017-18**

1	Last Date of receiving application for quotation documents	12.06.2017 upto 2.00 pm
2	Last Date of issuing quotation documents	14.06.2017 upto 5.00 pm
3	Last date of submission quotation documents	20.06.2017 upto 2.00 pm
4	Date and time of opening quotation documents	20.06.2017 after 2.00 pm

Sl No.	Name of Work	Rate per Head per Month (Both in Figures & Words)
1	Engagement of Security Guards in Fuleswar Irrigation Colony located at Fuleswar, P.S. Uluberia, under Lower Damodar Construction Division, Irrigation & Waterways Directorate, Government of West Bengal	

(Signature of the Quotationer with seal)

1) NAME :

2) ADDRESS :

3) PHONE NO :