

Additional Terms and 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 matter shall be valid only if made by the Engineer-in-charge. If any correspondence of above Quotation is made with Officer other than the Engineer-in-charge for speedy execution of works, the same will not be valid unless requests are sent to the Engineer-in-charge and approved by him. The instruction given by the SDO and Sub-Assistant 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 of distribute the work between two or amongst more than two bidder 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 modifications thereof or any other law relating thereto as will be in force from time to time.
4. Imposition of any duty/tax/royalty etc. (Except service tax) 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. Cess @ 1 % of the cost of construction works shall be deducted from the gross value of the bill in terms of Finance Dept. order No. 853-F dated 01.02.2006, if applicable. Also it is instructed to register his Establishment under the Act, under the competent Authority, i.e. assistant Labour Commissioner/ Dy. Labour Commissioner of the region concerned.
6. No compensation for idle labour , establishment charge or any other reason such as variation of price index etc. will be entertained.
7. 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 workman's compensation Act. etc. He must deal with such cases as promptly as possible.
8. Quotationers who will resort to canvassing are liable to be rejected.
9. To ensure the payment to the Security Guard & Supervisor with the minimum wages rate in including **EPF & MP Act 1952 & ESI** as per rule, no compromise would be allowed regarding the payment of minimum wage rate and EPF & ESI.

Special Terms and Conditions

1. Protection of office building of Raghunathpur & Balarampur /residential complex, stores including all properties against theft , pilferage, loss and sabotage round the clock.
2. Any unknown person/new person/vehicle not acquainted with the security guards are not authorized to enter the office buildings/colony, may be allowed through the gates stipulated by the Engineer-in-charge subject to verification with the due details & entry in the register of security personnel to be maintained at the gates by the agency.
3. To check the incoming and outgoing store/site materials and also to allow the movement of such materials through the gates stipulated by the Engineer-in-charge/concerned S.D.O verification of materials against valid /authorized gate pass /challan/documents is to be made by the Agency. Maintenance of the vehicle movements register(s) duly authenticated by the concerned 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(s) is liable to be produced to concerned SDO or his authorized representative.
4. To ensure effective protection within the entire premises as described above, night patrolling is to be performed vigorously, for the entire office building/residential complex.
5. The agency will be entirely responsible for ensuring round the clock manning for guarding at every entry/exit point of the entire premises including roster patrolling thereof as directed by the Engineer-in-charge in special / abnormal cases. Any **absence** in duty as mentioned is 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 reminder made in this respect, the agency will be liable for imposition of penalty as deem fit by the Engineer-in-charge and decision by the Engineer-in-charge is final and binding in this respect to avoid repetition of laxity in performance of duty.
6. Disqualification of any guard will bar him to be engaged for duty.
7. 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 not found in his duty location or found to be engaged in gossiping with outsider during duty hours.
 - iii) If any complained is lodged against a particular guard for immoral/illegal/irresponsible activities.
8. 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.
9. The agency shall be responsible for paying the security guards deployed **as per Minimum Wages Act and should not violet the provision** as contained in various enactment viz. Contract labour (Regulation & abolition) industrial Dispute Act, Payment of wages Act and all other relevant acts in force.

10. The Department will not compensate for any overtime duty 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.
11. The successful quotationers are liable to execute the maintain personal insurance of the security guards to be deployed.
12. The agency is not permitted to sublet or assign any portion/entire portion/ of the contract to any other person /firm in that case his contract made with the Engineer-in-charge is liable to be cancelled.
- 13. The contractor is liable to indemnify of the department/residents against losses or damages cost 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.**
14. The Department reserves the right to recover the part or whole of any outstanding claim of the department against the contractor from the security money or any outstanding bill.
15. The nos. of security personnel to be required is provisional and may be changed as per requirement of 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 entertained.
16. Time of guarding and number of guards in a particular time of guarding may be changed by the competent authority, keeping the total number of guards unchanged in a day.
17. Guards have to sign on an attendance register before joining the duty and at the time of leaving the duty.
18. Minimum number of duties and maximum number of duties in a month will be 25 and 35 respectively by any security personnel.
19. Duty with-out full uniform or any negligence in duty will be treated as absent, and no payment will be allowed for that duty to the concern security personnel.
20. Security personnel, doing night duty, must have to blow whistle in every hours, or as per the direction of the Officer-in-Charge.
21. The security personnel have to reside within two kilometer of place of posting and in case of any untoward incident all personnel must report immediately when called for.
22. The person engaged in night shift, must not continue in next shift.
23. 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 measures if established after proper enquiry by the competent authority if needed by 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 be final and binding.
24. 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.
25. The Engineer-in-charge of the work/DDO may ask to submit the documentary evidences in support of payment **minimum wages, EPF, bonus** which are statutory obligation of the employer of security personnel at any time/before making payment of bills.

Executive Engineer

Purulia Construction Division (Irrigation)