

## ज्वाइन्ट प्लान्ट कमिटि

# (भारत सरकार द्वारा गठित) JOINT PLANT COMMITTEE

(Constituted by Govt. of India)

An ISO 9001: 2015 Certified Organisation

Tender No. JPC/HR&A/01(1)/19-20/185

May 08, 2019

## NOTICE INVITING TENDER (NIT)

Sub: Inviting Sealed Quotations for Fire Fighting, Prevention Systems & Allied jobs and activities at Joint Plant Committee (JPC), Head Quarters, Kolkata

Dear Sir / Madam,

The Joint Plant Committee encloses herewith the Tender Document for Fire Fighting, Prevention Systems & Alliedjobs and activities operation at Joint Plant Committee (JPC), Head Quarters, Kolkata

1.	Job Description	1	Please refer Annexure I
2	Date of publication of the advertisement	1	9 <sup>th</sup> May, 2019
3.	Pre-Bid Meeting/Time & Venue	:	14 <sup>th</sup> May, 2019 at 3 p.m. at / Joint Plant Committee, Head Quarters, Ispat Niketan, 1 <sup>st</sup> Floor, 52/1A Ballygunge Circular Road, Kolkata 700 019
4.	Last Date/Time/Place of Submission of Tender	:	17 <sup>th</sup> May, 2019/ till 3 p.m./Joint Plant Committee, Head Quarters, Ispat Niketan, 1 <sup>st</sup> Floor, 52/1A Ballygunge Circular Road, Kolkata 700 019
5.	Due date, time & venue for opening of offers , Part-I & II – EMD & Techcnical bid	:	Date: 18 <sup>th</sup> May, 2019, Time: 11 a.m.  Venue: JPC HQs, Ispat Niketan, 1 <sup>st</sup> Floor, 52/1A Ballygunge Circular Road, Kolkata – 700 019. After successful evaluation of the technical bid, the date and time at 6
8.	Earnest Money Deposit (EMD)	:	opening of the commercial bid will be conveyed to the technically qualified vendors.  Rs.5,000/- (Rupees five thousand only) in the form of Demand Draft drawn on any Nationalised Bank only in favour of 'Joint Plant Committee' payable at Kolkata. This needs to be deposited in a separate envelope along with the Technical and Commercial Bids. In case of non-submission of EMD, in a separate envelope, the Technical Bid of the concerned vendor will not be opened and hence cancelled (Details of EMD in section entitled 'Submission of Tender').
€.	Cost of Tender Paper		Rs.500/- (Rupees Five Hundred only) to be paid in cash if directly purchased from office. If downloaded, a D/D of Rs.500 drawn from any Nationalised bank except Gramin Bank in favour of "Joint Plant Committee", payable at Kolkata has to be submitted along with the EMD.
10.	Sale of Tender Document		Between 11 AM to 1.00 PM and 2:30 p.m. to 3:30p.m. on any working day from Joint Plant Committee, 52/1A Ballygunge Circular Road, Kolkata – 700 019 from 9 <sup>th</sup> May, 2019 to 16 <sup>th</sup> May, 2019 <b>Or</b> Download from www.jpcindiansteel.nic.in/
1.	Tenure of Contract	:	3 years starting from 1 <sup>st</sup> June, 2019.

You are requested to follow the guidelines in the Tender Notice and submit your rates accordingly.

Thanking you,

Yours faithfully,

Sayander (Sayan Sen)

Sr. Manager (DB&AS)I/c & I/c (HR&A)

'ISPAT NIKETAN', 52/1A, Ballygunge Circular Road, Kolkata - 700 019

'इस्पात निकेतन', 52/1A, बालीगंज सरकुलर रोड, कोलकाता - 700 019

Phone: 91 (033) 2461-4055/4058/4068 Fax: 2461-4063 E-mail: jpc-wb@nic.in Website: www.jpcindiansteel.nic.in

#### **TENDER NOTICE**

## **SCOPE OF WORK**

Fire Fighting, Prevention Systems & Allied Jobs and Activities, at Joint Plant Committee (JPC), Head Quarters, Kolkata. Please refer to Annexure I

#### 1. SUBMISSION OF TENDER

Tender shall be prepared and submitted in three separate sealed envelopes superscribing :

Envelope I: "EARNEST MONEY DEPOSIT (EMD) FOR INVITING RATES/QUOTATION FOR FIRE FIGHTING, PREVENTION SYSTEMS & ALLIED JOBS AND ACTIVITIES AT JOINT PLANT COMMITTEE (JPC), HEAD QUARTERS, KOLKATA"

PART I-EMD - This part shall contain:

## a) Earnest Money Deposit (EMD)

The Earnest Money Deposit (EMD) must be included in a separate sealed envelope. This should be in the form of a demand draft drawn on any Nationalised Bank only in favour of "Joint Plant Committee" payable at Kolkata for a value of ₹5,000/- (Rupees Five Thousand only). The Earnest Money will not earn any interest. If the participating vendor, after submitting his tender, refuses to honor his offer or modifies the terms and conditions thereof in a manner not acceptable to Joint Plant Committee, the Earnest Money shall be liable to be forfeited. DD/Pay order on cooperative banks will not be accepted and in such cases, the bid shall be rejected. Earnest Money Deposit will be returned to the unsuccessful 'participants' within 30 days of opening of bids. Should an *Invitation to Tender* be withdrawn or cancelled by Joint Plant Committee, which it shall have the right to do at any time, the Earnest Money will be returned to the participating vendor. *Earnest Money Deposit* of the successful vendor will be retained as Security Deposit. In case of unsatisfactory performance, JPC reserves the right to forfeit the Security Deposit.

Receipt for Rs.500/-: In case the tender documents are downloaded from JPC website, demand draft drawn on any Scheduled Commercial Bank except Gramin Bank/ Co-operative Bank drawn in favour of "JOINT PLANT COMMITTEE" payable at Kolkata for Rs.500/- (Rupees Five Hundred only) has to be enclosed with the EMD towards purchase of tender documents. If the tender is purchased from the office of JPC, the receipt should be enclosed with the EMD.

Non submission of EMD in a separate envelope as already mentioned will lead to the cancellation of the whole tender. The 2<sup>nd</sup> envelope of the Technical bid in this case will not be opened at all.

"Considering the nature of the service sought vide this tender being a consolidated one, JPC is not in a position to consider allowing MSMEs to supply a portion upto 20% of requirement by bringing down their price to L1 price, where L1 is non-MSME and the MSME has quoted price within the price range of L1 +15 per cent."

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Envelope II: "TECHNICAL BID FOR INVITING RATES/QUOTATION FOR FIRE FIGHTING, PREVENTION SYSTEMS & ALLIED JOBS AND ACTIVITIES AT JOINT PLANT COMMITTEE (JPC), HEAD QUARTERS, KOLKATA"

Part-II (Technical Bid)- This part shall consist of following items:

- Certified Copy of Trade License.
- At least two work orders of similar nature of work in a PSU/Government enterprise or organization of similar stature and completion certificate.
- Copy of P.F. Registration certificate indicating registration number .
- ESI Registration Certificate indicating registration number.
- GST registration certificate indicating HSN Code.
- The applicant should also submit a copy of his PAN card.
- Details of the authorized contact person, the address, telephone number, fax number, email number etc. of the office at Kolkata and details of the authorized contact person.
- All the pages of the tender document must be self certified i.e signed and stamped as a token of acceptance of the terms & conditions of the tender and for having understood it. This should also be included in the Technical Bid. Tender documents not stamped will be considered technically disqualified.
- The participant must produce audited Balance Sheet for the last three financial years (FYs 15-16, 16-17 and 17-18). Mere submission of proof of Income Tax Return (ITR) would not be entertained or any other documents thereto.
- The tender, incomplete in any respect, may be treated as cancelled.
- JPC reserves the right to accept / cancel any / all Tender without giving any reason whatsoever.
   It may be noted that in no way, the price should be included in this Technical part of the bid. If done so, the entire bid will be cancelled.

Envelope III: "COMMERCIAL BID FOR FIRE FIGHTING, PREVENTION SYSTEMS & ALLIED JOBS AND ACTIVITIES AT JOINT PLANT COMMITTEE (JPC), HEAD QUARTERS, KOLKATA"

- The Commercial Bid must contain only the Price Bid in the prescribed Price Bid Format given at Annexure II along with all the details therein. The participating agencies should quote price after taking all aspects into consideration. Rates quoted should be firm and all inclusive for carrying out activities as detailed in the scope of work. Rates shall be quoted in English in figures as well as in words with reference to each item shown in the proforma for submission of price bid and the total to be worked out and shown in the 'Price Bid'.
- Rates have to be quoted as per minimum wages applicable for Skilled and semi-skilled worker as per latest circular on daily wages of the Govt. Of West Bengal.
- If there is an increase in the minimum wages during the period of contract over the rates as prevailing on the date of opening of tender, then the difference will be compensated to the Service Providers along with PF/ESI contribution and other statutory obligations made by the Service Provider subject to satisfactory evidence of actual payment of the additional amount by the Service Provider. However compensation will be limited to the difference of the minimum wages over the wages which were being paid immediately in the month preceding the issue of notification for the increased wage.
- The rate quoted shall be exclusive of GST. The deduction of Income Tax and other statutory deductions as applicable shall be made from every monthly bill at the rate applicable at the time of making the payment.
- Minimum wages and all other payment due to the contract labourers must be as per the latest rules laid down by the Government of West Bengal.

Signature with Date Name & Designation Name & Seal of the Firm/Company

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Please note that the rates quoted should be mentioned in the price bid form only and not on any other page of the tender document. Conditional rates will not be considered and the commercial offer will be rejected.

All the above three envelopes will have to be put in a single sealed envelope superscribed as
"Tender for Inviting rates/quotation for Fire Fighting, Prevention Systems & Allied Jobs and
Activities at Joint Plant Committee (JPC), Head Quarters, Kolkata" and addressed to
Sr. Mgr (DB&AS)I/c & I/c (HR&A). Commercial bids will be opened only if Technical Bids are in order.

#### 2. Award of Work

- a) The basis of evaluation of tender will be the L-1 rate only.
- b) If total L1 rate quoted by two participants turn out to be the same, they would be asked for spot quotation. The participant quoting the lowest rate at the spot, would be awarded the job.
- c) The L1 vendor would be issued a Letter of Intent by JPC seeking a Security Deposit in the form of a demand draft. After the Security Deposit is furnished, within ten working days after the receipt of the Letter of Intent, the bidder would be handed over the Work Order.
- d) Security Deposit Security Deposit amounts to 5% of total work value minus the amount of EMD that would already have been submitted by the bidder during the tendering procedure. Security Deposit must be in the form of demand draft/pay order from any Nationalised/Commercial bank except Gramin Bank, Co-operative Bank, etc. drawn in favour of Joint Plant Committee payable at Kolkata. After the completion of the contract, the Security Deposit will be returned to the vendor on his presenting a 'no dues' letter (from all personnel deployed by the vendor w.r.t this tender) and a letter of certification from the indenting department.
- e) Tenders shall be kept valid for 90 (ninety) days from the date of opening of the financial bid.
- f) On award of the work, the contractor shall enter into an agreement on non-judicial stamp paper of Rs.100/- with the employer. The stamp fees for the same shall be borne by the contractor.

#### Eligibility of bidder

The bidders will be eligible for submission of tender if they abide by the following:-

- The bidder shall abide by all the provisions under the Contract Labour Regulation and Abolition Act, 1970 and implement all statutory obligations there-under and also under any other latest law of the land in respect of his workers.
- The Contractor will provide for safety of the personnel engaged in carrying out the work. The Contractor will make necessary Insurance cover at its own expense in respect of the staff and other personnel or persons employed or engaged by the Contractor in connection with rendering of all the aforesaid services. JPC will have no liability in this area.
- In the event of awarding a contract, the contractor shall get himself registered with the appropriate authority under Contract Labour Act and rules framed there under, if not already done, a license for the same must be produced. Further, if there is a failure to produce the license within 15 days of awarding of the contract, JPC shall summarily cancel the contract. All payments to the contractor shall be subject to furnishing this license.

#### 3. Tenure of Contract

This contract shall be valid for a period of 36 months i.e three (3) years subject to extension for another three months on same terms and conditions if JPC so desires. However, the contract can be terminated by the vendor by giving three calendar months' notice in advance or by JPC by giving one month's notice if JPC feels that the work rendered by the contractor is not desirable. The Contract will resume from 1<sup>st</sup> June 2019.

## 4. Deployment of personnel

Manpower is to be deployed in the office to run the system for 24 hours. Each shift will be of 8 hours. In each shift at least two persons having technical knowledge for operating the system should be deployed. Three shifts are required. The provision of leave-vacancy for these employees should also be made by the Contractor.

3 Shifts: (A) One Technical Fireman: Skilled, One Fireman (helper): Semi-skilled

- (B) One Technical Fireman: Skilled, One Fireman (helper): Semi-skilled
- (C) One Technical Fireman: Skilled, One Fireman (helper): Semi-skilled Thus in total, three skilled and three unskilled workers are required for the job.

## 5. Eligibility of Firemen

- Contractor should employ firemen possessing requisite qualifications experience in pump operation. Names and copies of the Certificates of the Firemen and Fire Engineers are to be provided to JPC as and when asked for.
- 2. The Agency personnel shall wear the Identity Cards with their photographs, to be issued by the agency at Agency's cost.
- 3. The Agency shall provide suitable substitute(s) in case of absence or leave of any personnel. In case of non-performance of services, deductions in bill shall be applicable.
- 4. "Off Duty" Agency personnel shall not be allowed to remain at the Ispat Niketan premises.
- The Agency shall ensure harmonious industrial relations amongst its employees and shall
  ensure obedience to the provisions of Industrial Laws including the decorum of the office
  premises.
- 6. JPC shall have right to search the Agency's personnel including their baggages, if any, during their entry and exit from the office premises and there shall be no cause of grouse, on this account, by the Agency or by their personnel. The Agency shall be responsible to JPC, for any loss or damage to properties belonging to JPC/SAIL due to negligence and carelessness during the use and/or during handling of JPC/SAIL properties. The cost of such damages shall be recovered from Agency's bill and the value of such damages will be as per calculation of JPC/SAIL.

## 6. Performance Guarantee

• The L-1 vendor may be required to explain/justify the basis of their quoted price as and when asked for. If the participant quotes unworkable rates i.e. if the quoted price is less than the lower limit of the estimated price, the party will have to justify the rates quoted and will have to give Performance Guarantee Bond (in addition to the Security Deposit) in the form of Bank Draft. The amount of Performance Guarantee will be decided by JPC. In case the vendor quoting the abnormally low rate, fails to justify the quoted rate or refuses to cooperate in this regard, his quotation will be treated as cancelled and EMD deposited will be forfeited. Besides, he will not be allowed to participate in the future tender for a period as decided by the Competent Authority.



## 7. Terms of Payment

- The contractor shall ensure payment of the minimum wages applicable for Skilled & Semi-skilled worker as per the Government of West Bengal's latest Gazette Notification and as amended and circulated from time to time.
- The Contractor must make payment to all workers by 5<sup>th</sup> of the succeeding month in presence of the representative of the Principal Employer i.e of JPC. If delayed, letters will be issued by the Principal Employer; and on issuance of third such letter, the contract will be cancelled by JPC.
- The monthly bills shall be released only after submission of proof of having made the PF & ESI payment to the appropriate authority in due time. As proof of remittance of dues to PF & ESI authorities, the Contractor will submit copies of PF and ESI challans along with a certified list of its employees deployed at JPC's premises.
- The disbursement of wages to its workers by the Contractor will not be linked to payment of bills by JPC.

## 8. Wages & other facilities/allowances

- The contractor shall be fully responsible to comply with all his statutory obligations as employer including all contributions under PF & Pension Scheme (EPF), etc, under the Employees Provident Fund and Misc. Provision Act, 1952, Employees Deposit Linked Insurance (EDLI), Employee State Insurance Act, 1948, West Bengal Shops & Establishment Act, 1963. The West Bengal Workmen's House Rent Allowance Act.1974 etc. and all other such obligations/liabilities (like bonus - 8.33% per annum, leave wages 4.16% per annum, HRA 13%, ESI - 4.75%, PF, Admn. and Inspection Charges @13%, Tiffin Allowance @ of Rs.15/- per day per person on actual attendance basis, additional welfare amenity@ Rs. 2100/- per month (not linked to wages) per person (i.e., Rs.80.77 per day per person based on actual attendance basis etc,) in respect of their labour engaged by them for the job undertaken under the contract as per all applicable statutory provisions/law and all other Government Notifications and will take full liabilities on these accounts. The Joint Plant Committee will not take any financial liability on these accounts. In the event of failure of the contractor to comply with the above, Joint Plant Committee shall be entitled to recover from the bills and finally from the security deposit of the contractor the amount as may be statutorily payable but not paid. In the event, the amount is recovered from the security deposit, the amount shall be immediately deposited to put security deposit to it's original position.
- The contractor shall also be liable to make payment to their workers Retrenchment benefit as per statute. Retrenchment benefit shall be recovered @4.16% of the total monthly wages for retrenchment compensation from their running bills. The amount so recovered shall be paid to the contractor for disbursement as and when need arises on actual basis, limited to actual amount recovered on these accounts.
- All the holidays including National Holidays as applicable shall be observed by the contractor for his workmen and shall be paid holiday wages by the contractor.
- The contractor shall provide two sets of uniform per year per labour to all labourers i.e.
   Terrycotton trousers and shirt for men.
- The contractor shall pay Rs.250/- (Rupees two hundred fifty only) per month to each worker towards washing allowance.
- The contractor shall pay an amount of Rs.450/- per year/per person deployed, towards purchase
  of shoes and sweater. Subsequently, the vendor may be reimbursed the amount from JPC on
  production of proof of receipt of the said amount from each worker deployed.
- The payment of bills to be claimed by the contractor will be submitted to the company on monthly basis and JPC will release payment soon.
- Any deviation on this account shall not be acceptable to JPC.



## 9. Special conditions that the Bidder must abide

- Though the scope of work is mentioned, it is in the interest of the bidder to visit Ispat Niketan and satisfy themselves with the quantum of work and site conditions before quoting rates. No extra claim on account of site conditions and quantum of work shall be entertained after award of the job.
- The bidder will provide for safety of the personnel engaged for carrying out the work. The bidder will take necessary Insurance coverage at its own expense in respect of the staff and other personnel or persons employed or engaged by him in connection with rendering of all the aforesaid services.
- In case of accidents or if safety problems occur, the contractor may have to strengthen the site by deploying some experienced additional manpower, to rectify the fault at the earliest. If required, the team may have telephone/mobile telephone facility for contacting him in case of emergency.
- The contractor shall be responsible for all injury and accidents to persons, employed by him and for damage to the fittings, fixtures and equipment arising due to negligence on the part of the contractor..
- In the event of any loss being caused to the company on account of negligence or convenience of the contractor's employees, the contractor shall make good the loss sustained by the employer, either by proper replacement or on payment of adequate compensation.
- The contractor shall be responsible for provision of safety arrangements, protective clothing and safety appliances for all workmen at the site and shall employ trained workmen conversant with safety regulations. The contractor shall be subject to furnishing this license.
- In respect of all labour directly or indirectly employed on the works, the contractor shall comply with all rules framed from time to time by the Government of West Bengal or other local authority and labour for the protection of health, sanitation, wages, welfare and safety and other statutory obligation in regard to fair wages, the welfare measure and safety of labour etc. will be deemed to be part of the contract.
- The authority of JPC may inspect the working condition of the Fire Fighting System twice a month. Over & above the regular inspection, if the inspections are carried by the statutory authority, your staff will have to assist in carrying out the inspection.
- No workmen stationed to carry out the fire fighting work at JPC, HQs must not claim for direct employment at JPC.

#### 10. Facilities to be made available by JPC

- JPC will provide suitable space towards seating of only of the Agency's personnel who will be at work.
- The Agency will be permitted to consume free of charge water and electricity required for rendering the services contracted for.

#### 11. Rights to vary the Contract

Joint Plant Committee shall have power to vary or alter the extent, scope and/or technical character of the work under the Contract and the Contract shall be bound thereby as if the same occurred in the technical specifications.

#### 12. Penalty Clause

In case of failure for rendering the services to the satisfaction of JPC or if the Agency commits breach of any of its obligations hereunder, in terms with this Tender or Work Order, JPC reserves the right to cancel the job contract for unsatisfactory performance without giving any notice and JPC's decision in this matter will be final.



In such cases, the Security Deposit and the dues, if any on the date of cancellation of the Work Order payable to the Contractor will be forfeited. JPC will also have the right to prosecute the Company under the law or blacklist it for a period it decides.

## 13. TERMINATION OF CONTRACTOR'S PERSONNEL

If the Contractor or any of their personnel becomes in the opinion of JPC, guilty of any misconduct or is incompetent or negligent in the performance of their duties and is considered unsuitable for administrative or any other reasons for such person to be employed, the Contractor, if so directed, shall immediately remove such person or persons from employment thereon. Any person or persons so removed shall not again be employed in connection with this order without the written permission of Joint Plant Committee.

#### 14. SUSPENSION AND TERMINATION

JPC may at any time temporarily stop the work under the Contract or any part thereof by serving notice in writing to the Contractor. The Contractor shall resume work so suspended on receipt of instructions from JPC. JPC will not be liable for any damage or loss caused by such period of suspension of supply.

JPC will be at liberty to terminate the Contract without prejudicing its right and affecting the obligations of Contractor by giving one month's notice in writing in the following events:

- (a) If Contractor fails to comply with the provisions of the Contract
- (b) If the services rendered by the Contractor is unsatisfactory and JPC has served at least two letters to that end.
- (c) If the Contractor is involved in any action involving moral turpitude.

#### 15. General Terms

- (i) Conciliation: All questions, claims, disputes and or differences of any kind whatsoever arising out of or in connection with or concerning this contract, at any time, whether before or after determination of the contract, shall be referred by the parties hereto for Conciliation before a Conciliatory Forum / Body. The Conciliatory Forum / Body will be composed of the following members:-
  - Nominee of JPC Independent of officer handling the contract.
  - Nominee of the Vendor.

The parties in dispute would place their facts in writing before the Body / Forum and the process of conciliation would be completed within the period of the three months from the date of reference to the Conciliatory Forum / Body. On failure of the conciliation, the aforesaid questions, claims, disputes and or differences shall be referred by the parties here to for the decision by a Sole Arbitrator to be appointed as herein after mentioned.



(ii) Arbitration: Matters in question, claims, dispute and or difference in respect of the contract to be submitted to arbitration as aforesaid shall be referred for decision to a Sole Arbitrator to be appointed by JPC. Appointing the Sole Arbitrator, JPC shall nominate three names out of which the contractor shall give his consent for one of them for appointment as Sole Arbitrator, failing which after 30 days of the issuance of the letter informing three names JPC shall have the power to appoint one of the three notified persons as the Sole Arbitrator. The Sole Arbitrator appointed as stated above, shall from the time of his appointment and throughout the arbitration proceedings, without any delay, disclosed to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartiality provided that the mere fact that such Sole Arbitrator is an employee of JPC or SAIL shall not be regarded as such circumstances. The arbitrator shall decide the questions, claims, disputes or differences submitted to him by the parties in accordance with the substantives law for the time being in force in India.

The arbitrator shall hear the cases independently and impartially and shall not represent the interest of any party. Any arbitrator having personal interest in the case at the time of his appointment and at any time subsequently thereafter must withdraw from his office himself and the parties shall also have the right to ask him to do so. The venue of the arbitration shall be Kolkata.

Procedure for conduct of the arbitration proceeding shall be decided by the arbitrator, in consultation with the parties before proceeding with reference. The arbitrator may hold preparatory meeting(s) for this purpose. In the preparatory meeting(s) as aforesaid, the arbitrator/s as the case may be in consultation with the parties shall also determine the manner of taking evidence, the summoning of expert evidence, and all such matters as are necessary for the expeditious disposal of the arbitration proceedings.

The provision of the Arbitration and Conciliation Act, 1996 and the rules framed there under, if any and all modifications / amendments thereto shall deem to apply and / or be incorporated in this contract and when such modifications / amendments to the Act / Rules are carried out.

Services under the contract shall be continued by the vendor under the contract, during the arbitration proceedings and recourse to arbitration shall not be a bar to continuance for the work or supply unless otherwise directed in writing by JPC.

(iii) Force Majeure: In the event either or both the parties to the contract is/are prevented from discharging its / their obligation(s) under the contract by reason of one or more of the events such as arrest(s), restraint(s), by government of people, blockade(s), revolution(s), insurrection(s), mobilization(s), strike(s), lockouts(s), civil commotion(s), riot(s), accident(s), act(s) of God or other natural calamities or on account of any other act(s) beyond the control of the parties, the time of the delivery shall be extended by the period equal to the period of delay/constraints occasioned by one or more of the aforesaid Force Majeure conditions.

On the occurrence of any of the above Force Majeure conditions, the party concerned shall notify the other party in writing of such occurrence(s) within 10 days of Force Majeure stating therein (i) the date of occurrence(s) of Force Majeure disability, (ii) the nature of such Force Majeure disability, along with a chamber of commerce of the concerned state certifying the fact of the Force Majeure condition during the period.

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In the event of the vendor invoking the Force Majeure condition(s), JPC shall have the option to cancel the contract for the reason of any or all of the Force Majeure conditions notified by the vendor without being liable to pay any compensation whatsoever to the vendor.

- (iv) Sub-contracts: The vendor, who has won the job, shall not assign or sub-contract in whole or in part the contract in any manner except with the prior approval of JPC.
- (v) Amendments: No variation in or modification of the terms of the contract shall be made except by written amendment signed by JPC.
- (vi) Exception to Tenders: JPC, in its sole discretion, unconditionally and without having to assign any reason, reserves to itself the right to accept or reject the lowest bid or any other tender or all the tenders. JPC also reserves the right to accept any tender in full or in part.

For any clarification on Scope of Work, please contact:

Shri Abhishek Banerjee, Dy. Manager (HR&A), JPC at 033 2461 4055/56/58

Thanking You,

Yours faithfully,

( Sayan Sen )

Sr. Mgr (DB&AS)I/c & I/c (HR&A)

## **SCOPE OF WORK**

- Coordinate with the agency to undertake maintenance and servicing of all portable and fixed fire appliances installed at Ispat Niketan Building including refilling, pressure testing, weighing and other related activities.
- ii. To depute a fireman with portable extinguisher whenever any welding work takes place in the building.
- iii. To personally and effectively use different types of fire extinguishers located throughout the building and deal with all emergencies including fire eventualities.
- iv. To inspect periodically and on daily basis all equipments at Ispat Niketan Building maintain record of availability of such equipments/clean, check and test as per ISI code of fire practice all equipments and upkeep the same for effective performance.
- v. To take frequent rounds of the building to ensure fire prevention and ensure all lights and electrical connections are switched off after the day's work.
- vi. To check the level of water in the Fire Reservoir on regular basis and ensure its periodic cleaning and to check also the water pressure, greasing of valves, keep the entire system in proper working condition at Ispat Niketan.
- vii. To maintain and operate fire fighting pumps, hydrants, chargers, genset panels and other allied fire fighting devices and equipments in proper manner at Ispat Niketan. Job of greasing and gravity testing and filling of water in batteries attached to Fire Prevention/fighting may be required by Administration to be undertaken by the Agency at no extra cost at any time during the contract period.
- viii. For prompt response, to fire alarms and indicators, the Contractor will have to ensure proper maintenance of electrical panels, P A system, fire detector system and fire alarm system, sprinklers including repairs & replacement of equipments and to check & report about the working conditions of the instruments.

Replacement to be made through authorised agency for which cost of repair & replacement shall be borne by JPC. Only cost of spares and consumables (except grease & jute, which will be borne by the Agency) shall be borne by JPC and no additional labour charges shall be payable.

- ix) In the event of a fire, Agency's personnel should take immediate steps to extinguish/isolate/localise the fire within the premises besides informing Fire Brigade and Ispat Niketan Authorities.
- x) To take the necessary steps to inform local Police Station, Fire Station to put off the fire, recording all information in the prescribed Register.
- xi) To fight the fire using Fire Houses till the arrival of the Fire Brigade and coordinate with Fire Brigade personnel in fire fighting.

- xii) To conduct classes/training for Sr. Watchmen, Liftmen, employees in fire fighting and prevention and periodically conduct fire evacuation and fire drills at Ispat Niketan.
- xiii) To keep one set of keys relating to fire equipments and emergency services relating to fire safety which should not be handed over to any personnel without proper instructions from Administration Section.
- xiv) To ensure that guidelines under National Building Code are adhered to.
- xv) To refill all the Portable Fire Extinguishers every year. Payment will be borne by Joint Plant Committee.
- xvi) To maintain Registers relating to the following:
- a. Portable Fire Extinguisher, Distribution, Refilling Dates and validity of pressure testing etc.
- b. Duty Roster of Fire Officer and Firemen on duty.
- c. Fire Control and evacuation drill Register.
- d. Daily checking and Rounds Register (Log Book).
- e. Record of static running of pumps.
- f. Record of cleaning of Reservoirs, Greasing of Fire Hoses Couplings and working of Hydrants.
- g. Records of Fire Incidents and Action taken.
- h. Record of Detectors, Fire Alarm Boxes, hoses, hydrants valves etc.
- xvii) All tools and tackles required for the purpose of running the system shall be made available by the Agency.
- xviii) The Fire Engineer may be required to visit, inspect and report on fire systems and their performance at other offices/buildings of JPC at Calcutta as per direction of Administration Department.
- xix) The Fire Engineer should assist Administration in developing standard Operating Practices in the area of fire prevention, detection, fighting and evacuation system.



#### Annexure II

Price Bid for Fire Fighting, Prevention & Allied Jobs and Activites at Ispat Niketan, 52/1 A Ballygunge Circular Road, Kolkata - 700 019.

Job Description	Consolidated Rate per month (₹) (Exclusive of GST and inclusive of Service charge).
As per the tender document – Annexure I	
Consolidated rate inclusive of Service charge (in words) : Rupees	& exclusive of GST

#### Notes:

- 1. Rates shall be quoted both in figures and in words, in case of any discrepancy the lower cost would be accepted.
- 2. Any increase in minimum wages as per notification of the appropriate government (presently state government of West Bengal) during the tenure of the contract will be reimbursed on actual, and related wage components, on submission of documents of wage disbursement to workmen along with corresponding deposit of PF & ESI. However, compensation will be limited to the difference of the minimum wages over the wages which were being paid immediately in the month preceding the issue of notification for the increased wage.



## Copy To:

- Executive Secretary, JPC
- Sr. Manager I/C (F&A)
- Manager (DB&AS) & Convenor, Purchase Committee
- Dy. Manager (HR&A) [A. B. R.]
- Dy. Manager (F&A) & Member, Purchase Committee
- Asst. Manager (DB&AS) & Member, Purchase Committee
- Jr. Manager (HR&A) & Member, Purchase Committee