

NOTICE INVITING TENDER (NIT)**Sub :Inviting Sealed Quotations for Operation, Repair & Maintenance of High Tension / Low Tension Electric Installation at Ispat Niketan, 52/1A Ballygunge Circular Road, Kolkata – 700 019**

Dear Sir / Madam,

The Joint Plant Committee encloses herewith the Tender Document for Operation, Repair & Maintenance of High Tension/Low Tension Electric Installation at Ispat Niketan, 52/1A Ballygunge Circular Road, Kolkata – 700 019 :-

1.	Work Description	:	Operation, Repair & Maintenance of High Tension / LT Electric Installation at Ispat Niketan, 52/1A Ballygunge Circular Road, Kolkata – 700 019
2.	Date of publication of the advertisement	:	14 th August, 2017
3.	Pre-Bid Meeting	:	17 th August, 2017 at 2.30 P.M.
4.	Last Date of Submission of Tender	:	21 st August, 2017 till 2.30 PM
5.	Due date & time for opening of offers, Part-I & II – EMD & technical bid	:	Date: 22.08.2017, Time: 3.00 PM Venue: JPC HQs, Ispat Niketan, 1 st Floor, 52/1A Ballygunge Circular Road, Kolkata – 700 019
6.	PART - III – COMMERCIAL BID	:	Will be conveyed after opening the technical bid
7.	Earnest Money Deposit (EMD)	:	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, the Technical Bid of the concerned vendor will not be opened and hence cancelled (Details of EMD in section entitled 'Submission of Tender').
8.	Cost of Tender Paper	:	Rs.500/- (Rupees Five Hundred only) to be paid in cash if directly purchased from office.
9.	Sale of Tender Document	:	Between 11 AM to 1.00 PM and 2:30 PM to 3:30 PM on any working day from Joint Plant Committee, 52/1A Ballygunge Circular Road, Kolkata – 700019 from 14 th August, 2017 to 19 th August, 2017. Or Download from www.jpcindiansteel.nic.in/ Cost of this paper is Rs.500/-(Rupees five hundred only). If however, the tender is downloaded from website, a separate Demand Draft of Rs.500/- may to be drawn from any Scheduled/Commercial/Nationalised Bank (except Cooperative and Gramin Bank), in favour of 'Joint Plant Committee', payable/en-cashable at Kolkata.
10.	Tenure of Contract	:	3 years starting from September 1, 2017.

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

Thanking you,

Yours faithfully,

Encl : **As above**

(R. Bandyopadhyay)
Chief Mgr (DB&AS) & HOD (HR&A)

TENDER NOTICE

SCOPE OF WORK

Operation, Repair & Maintenance of High Tension / Low Tension Electric Installation at Ispat Niketan, 52/1A Ballygunge Circular Road, Kolkata – 700 019 (Details of work in Annexure – I)

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 OPERATION, REPAIR & MAINTENANCE OF HIGH TENSION / LOW TENSION ELECTRIC INSTALLATION AT ISPAT NIKETAN, 52/1A BALLYGUNGE CIRCULAR ROAD, KOLKATA – 700 019

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 Nationalized Bank only in favour of Joint Plant Committee, 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 15 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/ Pay Order / Banker Cheque 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) towards the cost of tender documents.

Non submission of EMD in a separate envelope as already mentioned will lead to the cancellation of the whole tender. The 2nd 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.”

Envelope II: “TECHNICAL BID FOR RATES/QUOTATION FOR OPERATION, REPAIR & MAINTENANCE OF HIGH TENSION / LT ELECTRIC INSTALLATION AT ISPAT NIKETAN, 52/1A BALLYGUNGE CIRCULAR ROAD, KOLKATA – 700 019.

Signature with Date

Name & Designation

Name & Seal of the Firm/Company

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

- Certified Copy of Trade License.
- Credential with at least one Work Order of similar nature of work in a PSU.
- Proof of Registration of the establishment with the Provident Fund Authority & Employees' State Insurance.
- Proof of submitting current Provident Fund.
- Documents in support of related statutory taxes.
- PAN / GIR Number.
- Names, Addresses and Qualifications of the technical staff whom the participant proposes to depute at the duty place, if the work is awarded to him.
- Receipt of purchase of Tender Forms.
- 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 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.
- The Tenderer must produce Audited Balance Sheet for the last three financial years.

It may be noted that in no way, the price should be included in this Part of the bid. If done so, the entire bid will be cancelled.

Envelope III: "COMMERCIAL BID FOR OPERATION, REPAIR & MAINTENANCE OF HIGH TENSION / LOW TENSION ELECTRIC INSTALLATION AT ISPAT NIKETAN, 52/1A BALLYGUNGE CIRCULAR ROAD, KOLKATA – 700 019.

- *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. Tenderers 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 to be quoted in such a manner as to ensure payment of minimum wages notified by Central Government for in-building operations at all points of time during the pendency of contract.
- 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.
- Monthly consolidated rate should be submitted for the above work. The rate should be inclusive of all charges payable including meeting PF/ESI/Minimum Wages Annual bonus/retrenchment benefits, other statutory duties and all taxes and charges etc.

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- The rate quoted shall be inclusive of all levies, duties if applicable, however, 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 rules laid down by the Central Government.***

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 superscript as "Tender for Operation, Repair & Maintenance of High Tension / LT electric installation at Ispat Niketan, 52/1A Ballygunge Circular Road, Kolkata – 700 019 and addressed to Sr. Mgr (DB&AS)I/c& I/c (HR&A). Technical bids of the participants shall be opened only if the EMD deposited is in order. Non submission of EMD in separate envelope will lead to the cancellation of the respective tender. Technical bid should not contain price bid, otherwise the tender shall stand rejected. Commercial bids will be opened only if Technical Bids are in order.

b) General Terms

- **All the above three separate envelopes shall be enclosed in one large envelope, which shall be addressed to the Sr. Manager (DB&AS)I/c & I/c HR&A, JPCsuper-scribing the Tender No. and date on top left side of the cover.**
- **All the pages of the tender document must be self attested 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.
- **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**
- The participants may remain present at the time of opening of the Technical Bids.
- After evaluation, the successful parties will be informed about the date of opening of Commercial Bids. The participants, who qualify in the Technical Bids, may remain present at the time of opening the Commercial Bids.
- Commercial Bids of the unsuccessful vendors (technically disqualified) will not be opened and will be returned to the respective companies.

c) Eligibility of Tenderers:

The tenderers fulfilling all the criteria, as mentioned below [i.e. Scope of Work, Terms & Conditions etc.] will be considered eligible.

- The tenderer must be a registered Company / Proprietorship / Partnership firm authorized to carry out the business of electrical maintenance. In case the Tenderer is a Company, Memorandum and Articles of Association of the Company along with the Certificate of Incorporation from the Registrar of Companies is to be submitted. In case of a Partnership firm, an authenticated copy of the Partnership Deed together with certificate of Registration issued by the Registrar of Firms (if the firm is registered) is to be submitted. In case the Tenderer is a Proprietary concern, name of the Proprietor and proof of proprietorship is to be submitted.

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- Having experience in similar nature of job during the last three years ending 31st March 2017. Copies of work order and certificate of successful completion from clients must be enclosed as documentary evidence.
- Having valid P.F. Registration, ESI Registration, GST registration. Copies of the same, indicating the registration number should be submitted along with the copies of latest challan. The applicant should also submit a copy of his PAN card.
- Having valid license under the Indian Electricity Rules 1956 Act for carrying out the operation and maintenance under this tender.
- Having valid Trade License / authorisation under Companies Act from appropriate authority in the area of electrical operation to carry out such business in the above premises.
- Tenderers whose contract was terminated due to non-performance or bad performance will not be considered. A self-declared certificate should be provided that the participant was not blacklisted by any company.
- The contractor 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 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.
- In the event of awarding or contract, the contractor shall get himself registered with the appropriate authority under Contract Labour Act and rules framed thereunder, 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.
- The Tenderer should have a yearly turnover of Rs.25 lakhs
- The Tenderer must produce Audited Balance Sheet for the last three financial years.

1. Award of Work

- a) The basis of evaluation of tender will be the L-1 rate only.

If total L1 rate quoted by two participants turns out to be the same, they would be asked for spot quotation. The participant quoting the lowest rate then, would be awarded the job. "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 for the price band of L1 +15%."

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Name & Seal of the Firm/Company

- b) After receiving the Letter of Intent/Work Order, if any party refuses to comply, the EMD will be forfeited & the Company will not be allowed to participate in future tender process of JPC till such time as decided by the Competent Authority of JPC.
- c) In cases of non-satisfactory deliverance of work by the vendor, JPC has the right to serve a one-months' notice to the vendor and then terminate the contract if so decided. The vendor may in such cases be black listed if the Joint Plant Committee so decides.
- d) Security Deposit – a Security Deposit has to be submitted within ten working days of the receipt of the *Letter of Intent*. Security Deposit is 5% of total work value minus EMD that would already have been submitted by the participant 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.
- e) Necessary TDS will be deducted from the bill as per the IT Act.
- f) Tenders shall be kept valid for 90 (ninety) days from the date of opening of the tender.
- g) On award of the work, the contractor shall enter into an agreement with the employer as per proforma issued by JPC. The stamp fees for the same shall be borne by the contractor.

2. Tenure of Contract

This agreement shall be valid for a period of 36 months i.e three (3) years subject to further renewal of six (6) months on satisfactory performance of the job. However, the contract can be terminated by the party by giving three calendar months notice in advance or by JPC by giving one month's notice.

3. 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/Bank Guarantee. The amount of Performance Guarantee will be decided by JPC. In case the L-1 vendor fails to justify the quoted rate or refuse 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.

4. Terms of Payment

- The payment of bills to be claimed by the Contractor will be submitted on monthly basis by 7th of the next month at the HR&A Department of Joint Plant Committee, HQs and payment shall be released through cheques within 10 days from the date of submission of bills.

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- 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.
- Disbursement of wages to its workers will be made within the 5th(fifth) of the succeeding month by the Contractor in the presence of a nominated representative of JPC.
- The disbursement of wages to its employees by the Contractor will not be linked to payment of bills by JPC.
- The Contractor shall ensure payment of Minimum Wages to their personnel as applicable from time to time as per rules, deposit amount against PF, ESI, Annual Bonus, retrenchment benefit dues in time against their personnel engaged in JPC premises.
- Any deviation on this account shall not be acceptable to JPC.
- Workers not on duty shall not be allowed to remain in Ispat Niketan premises.

Special conditions that the Contractor must abide

- The Contractor will have to ensure the minimum wages to the employees as per provision of the existing rules of the central Government and its amendment if any in future.
- In case of breakdown of complicated nature or causing safety problems, 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.
- All employees of the Contractor shall be issued identity cards bearing their photographs by the Contractor.
- The Contractor shall be responsible for the conduct and behaviour of its employees.
- 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.

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- The contract is for maintaining electrical system of the office for the specified duration. The contractor will be held responsible for failure caused due to negligence/absence of manpower, penalty as deemed fit for such failure will be levied on him.
- Manpower 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. During the office hours i.e. from 9.30 A.M. to 5.30 P.M. one additional person should be deployed i.e. during the period 9.30 A.M. to 5.30 P.M. there will be three (3) persons [Total Manpower : 7 Persons : Skilled – 6 & Semi-skilled – 1]. The provision of leave-vacancy for these employees should also be made by the Contractor.
- Workmen's Compensation Act, Payment of Wages Act, the Employees Provident Fund (and Family Pension Fund) Act 1952 and DLIP according to acts and rules applicable, and/or any other rules, regulations and/or statutes that may be applicable in them and shall keep JPC indemnified from acts of commission, fault, breaches and/or any claims demands, loss, injury and expenses to which JPC may be put or involved as a result of the Contractor's failure to fulfil any of the obligations hereunder and/or the said Acts, enactment rules regulations and/or statutes and/or any bye-laws or rules framed thereunder or any of the expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the Agency's monthly remuneration or from the security deposited with prejudice to its any other rights under law.
- 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 Central Government 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.

Conditions on site inspection/ job deliverance:

- Though the scope of work is mentioned, it is in the interest of the tenderer 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 Contractor shall comply with all relevant statutory formalities as required for the job. The consequences for non-observance and/ non compliance of such statutory formalities lies upon the Contractor.

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- In addition to the scope of work mentioned in the Tender Document the contractor shall maintain all the electrical equipment/installations, existing in the Substation and building as per the direction of JPC even if it is not specially mentioned, there may be additions or deletions in the scope of work even after the work has been awarded.
- The rate quoted by the tenderer and the terms and conditions accepted by the tenderer as per tender document shall remain valid for the currency of the contract including extension period, if any. Any deviation shall not be entertained by JPC.
- In addition to the scope mentioned earlier, the contractor shall have to liaison with the respective electricity boards and other Govt. Organisations for statutory requirements and smooth operations of installations.
- In addition to the existing points the contractor may be required to give some temporary connections required by the Administration in Charge. The cost of cables etc. shall however be borne by JPC.
- The electrician should be equipped with the minimum tools such as screw drivers, cutting pliers, spanner set, knife, test lamp, avometer, rubber gloves, measuring tape etc. Special tools such as 1000 V megger, crimping machine, tong tester etc. shall have to be arranged by the contractor as and when required at a short notice. No tools shall be supplied by JPC.
- Consumables such as black tape, PVC tape ampere tape, marking clothes, lugs of different sizes, petrol/CTC emery paper, nuts, bolts, washers indicating lamp and cap etc shall be arranged by the contractor. However, costly consumables like cables, lamps etc. shall be on IPC's account.
- Costly consumables and spares required to rectify the fault shall be procured by JPC and given to the contractor or shall be procured by the contractor at his own cost from the approved dealer/shop. Contractor may charge @ 15% on the cost price (cash memo shall be submitted in original) towards profit, overhead and transportation etc. The defective parts which have been replaced by new one shall be kept in a proper place as directed by JPC. As far as possible, the spares should be used of the original make.
- The contractor shall maintain a record which gives the details of the guarantee period offered by its manufacturer. If the defective parts are under the guarantee period, the facility must be availed of. In case of default on this, the cost of the spare part used shall be recovered from the contractor's bill.
- It is the responsibility of the contractor to complete the routine maintenance as per schedule. However, the maintenance jobs should be planned in such a way that it does not affect the normal office work.
- The Contractor shall conform in all respect with the provision of any statute, ordinance or law at aforesaid and the rules, regulations or bye laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall keep the employer indemnified against all penalties and liabilities of every kind for breach of any Statute, Ordinance, Law rule, regulation of bye-law.

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- In such event the Employer shall without being responsible to the contractor for fair wear and tear of the same be entitled to seize and take possession and have free use of all materials, tools, tackles or other things which may be on the site for use at any time in connection with the work to the exclusion of any right of the contract over the same, and the Employer shall be entitled to retain and apply any balance sum which may otherwise be then due on the contract by him to the contractor or such part thereof as may be necessary to the payment of the cost of execution of such work as aforesaid.
- If the cost of executing the work as aforesaid shall exceed the balance due to the contractor and the contractor fails to make good the deficit, the said materials, tools, tackle and other things, the property of the contractor as may not have been used up in the completion of the work, may be sold by the Employer and the proceeds applied towards the payment of such difference and the cost of and incidental to such sale, any outstanding balance existing after crediting the proceeds of such sale shall be paid by the contractor on the certificate of the Employer but when all expenses, costs and charges incurred in the completion of the work are paid by the contractor, all such materials, tools, tackle, or other things not use in the completion of the work and remaining unsold shall be removed by the contractor.
- The Contractor shall strictly conform to the provisions for the time being in force, of any law relating to work or any regulations and by-laws made by any local authority or any water and lighting companies or any undertakings, within the limits of the jurisdiction of which it is proposed to execute the work with their systems or undertakings for the purpose of such work and where the Contractor considers that variations in drawings or specifications of such work are necessary to enable him to comply with the provisions of the law or regulations or bye laws, as aforesaid he shall give to JPC a notice in writing specifying the variations proposed and the reasons for such variations, and no action in this behalf shall be taken by the contractor until he receives instructions in writing from JPC in respect thereof. The Contractor shall be bound to give to the authorities concerned such notices as may be provided in the law regulations or by-laws as aforesaid and to pay all fees and taxes payable to such authorities in respect thereof.

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.

Signature with Date

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Name & Seal of the Firm/Company

- (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 Tenderer 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 Tenderer 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.

Signature with Date

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

- (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, Asstt. Manager (HR&A), JPC at 033 2461 4055/ 56/ 58

Thanking You,

Yours faithfully,

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

Signature with Date

Name & Designation

Name & Seal of the Firm/Company

Annexure I

SCOPE OF WORK

1. Scope of work includes operation and complete maintenance of HT/LT electric at the Ispat Niketan as per relevant norms and guidelines. The contract shall also include all minor Civil Engg. work such as concreting, drilling of holes, welding etc.
- 2 The HT/LT sub-station has to be manned for 24 hrs with one electrician capable of operating H.T. & L.T. switchgears, transformer, DG Set, pump etc. and having electrical licence for HT & LT and one helper having wireman licence. In addition to this, one electrician of having the same qualification and experience as mentioned above is required during office hours for attending the internal and domestic pump.
- 3 The electrical job mainly consist of :-
 - a) Operation
 - b) Break down maintenance.
 - c) Routine maintenance

a) Operation:

- The H.T. & L.T. installations shall be operated as per the guidelines issued by respective supplier/manufacturer relevant norms and as directed by the engineer.
- The HT equipment shall be operated by the qualified switch board operator / electrician having valid certificate to work on HT installations.
- Only the necessary switching operation shall be done. Unnecessary switch on / off should be avoided.
- If a breaker trips on fault, it should not be switched on until the fault is cleared.
- A fool proof shut-down of any equipment. The guidelines for shutdown procedure shall be issued by JPC on award of the work. All switching operation shall be recorded.
- In case of power failure, Generator shall be started on NO LOAD. The load shall be increased gradually on availability of full voltage and frequency. Unnecessary load shall be switched off before starting the generator. In no case, the generator shall be over loaded.
- Temporary connections should generally be avoided. However, if it is a must the same should be done with proper safety provisions on written request.

b) Break down maintenance:

On occurrence of a break down, the faulty circuit shall be isolated and the power is restored to all other equipment. The job shall be attended and rectified as early as possible.

- Short-cut method of temporary rectification should be avoided. However, if in the interest of the work it is done so, it must be rectified at the earliest available opportunity.

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- In no case safety norms shall be violated. Even in the case of urgency, when temporary rectification is done, no compromise is allowed as regards safety provisions.
- Use of screw-driver type line tester is not allowed to ascertain the DEAD LINE. Test lamps comprising of double number 240 V lamps in series should be used for this purpose.

c) PREVENTIVE (ROUTINE) MAINTENANCE :

- All the electrical equipment shall be specific and phased manner and schedule rectified to avoid frequent break down and to ensure maximum utilisation of the equipment. Generally following activities are to be done during routine maintenance.

CONTROL PANELS / DISTRIBUTION BOARDS :

- a) Visual inspection (removal of all the covers from the front and back of the panel).
- b) Air blowing to remove the dust from the panel.
- c) Tightening of connectors and replacing the damaged legs thimbles connecting terminals etc.
- d) Cleaning of power and auxiliary contracts of ACB, MCCB's and MCB etc. by petrol /CTC.
- e) Making the pitted power contracts smooth by filling rubbing by emery paper of required grade.
- f) Rectification of any other defects noticed in the panel.
- g) All the covers must be placed in its original place and tightened to fix them firmly.
- h) Proper shutdown must be taken before starting the routine maintenance and the same should be normalised after its completion.
- i) The frequent of routine maintenance of panel shall be once in a month.
- j) Any other maintenance procedure recommended by the supplier / manufacturers.

H.T. Panel

The panel shall be maintained twice in a year. Shut down in prescribed proforma must be taken before attending to this panel solid earthing must be done after making the bus bars dead.

Following points are to be attended.

- a) Air blowing / sucking to be carried out.
- b) Checking up of the power and auxiliary contracts.
- c) Spring tension of breaker to be checked.
- d) Checking of motor operation.
- e) Checking of inter-locking.
- f) Checking of annunciation scheme.
- g) Cleaning of the equipment
- h) Checking of the closing and tripping mechanism (if required checking of the contacts).
- i) Measuring insulation of bus section i.e. phase to phase of the section and phase to earth.
- j) Insulation resistance of HT cable to be measured during HT section maintenance.
- k) Any other jobs recommended by the supplier / manufacturers.

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TRANSFORMER :

- a) Testing of transformer twice in a year in the month of May and October shall be carried out.
- b) Air-blowing/sucking to remove the dust.
- c) Checking protective relay operation.
- d) Checking of neutral earthing.
- e) Checking and recording of Insulation resistance (I) LT to earth.

Any other jobs recommended by supplier / manufacturer.

N. B. The equipment not specifically mentioned above shall be maintained as per guidelines issued by JPC.

The activities which are mentioned above may be altered / modified by JPC, if required.

Fire extinguisher and sand buckets shall be maintained and kept in a ready use condition. The extinguisher shall be kept refilled before expiry of the due date. The required filling charges shall be paid separately as per actual plus over-heads.

- Filling of distilled water in the battery cell kept in the sub-station and computer rooms of the building and cleaning of the battery units and applying of acid free grease to the terminals of the battery shall be regularly undertaken.
- Pouring of water in earthing pits to be done on monthly basis.
- Proper and effective cleaning of sub-station buildings by dusting, clearing cob-webs etc.
- Routine and break down maintenance of DG Sets.

Maintaining records:

The contractor shall maintain a log book wherein the complaints attended, preventive maintenance done and break downs attended shall be recorded. The log book shall be filled up shift wise and signature of the officer in charge of JPC shall be obtained regularly.

A complaint book shall be kept in the switch room wherein the complaint shall be recorded.

Following reading shall be noted and recorded in a register at regular intervals mentioned below

- a) Inter-connecting voltage (HT/LT) - once in a shift. In case of voltage fluctuations - hourly.
- b) Energy meter reading - once in shift.
- c) Specific gravity of battery cells - once in a week.
- d) Earth resistance testing - once in a month.
- e) Hours run of DG Set.

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MAJOR ELECTRICAL EQUIPMENTS IN ISPAT NIKETAN

1.	6 KV VCB	1 Set
2.	6 KV / 433 Volts dry type transformer	1 Set
3.	LT Distribution board with emergency & Non-emergency Panel	2Nos
4.	200K VADG Set :	1 No
5.	Battery with battery charger	1 Set
6.	HT Cable	1 Lot
7.	LT Distribution Board	18 Nos
8.	Power Distribution Board	30 Nos
9.	Lighting Distribution Board	50 Nos
10.	Domestic Pump	2 Nos
11.	Earthing	12 Nos
12.	AMF Panel	1 No
13.	L.T. Cable	1 Lot
14.	Tube light fittings with wiring	200 Nos
15.	Ceiling Fan with wiring	100 Nos
16.	Exhaust Fan with wiring	100 Nos
17.	P / B Starter	40 Nos
18.	D.P.SFU	40 Nos
19.	3 Pin 16 A Socket	80 Nos
20.	S.A. Socket	220 Nos
21.	Call bell	24 Nos
22.	Light fittings	200 Nos
23.	Street Light fittings(HPSV)	9 Nos
24.	Gate light fittings (HPSV)	6 Nos
25.	Halogen flood Light	2 Nos
26.	Lift	2 Nos
27.	UPS Supply	
28.	Centralised A/c for 1 st & 2 nd floors	
29.	Room A/c & Split for 3 rd to 5 th floors	
30.	S/S Outside supply	
31.	AC MCC Panel	1 nos. /23 nos. sub panel

The Substation shall never be left unattended at any time

- ❖ Any of the Contractor's employees proceeding on leave shall immediately be replaced by the Contractor at no additional expenses to the employer.
- ❖ The contractor shall at its cost, if not done, take necessary insurance cover in respect of the staff and other personnel or persons to be employed or engaged by the Contractor in connection with rendering of the aforesaid services to JPC and shall comply with the Construction or Maintenance of Roads or in Building Operation in the State of West Bengal after the adjustment as per the current Notification [which is variable on the basis of the Notification issued from time to time] issued by the Office of the Labaour Commissioner, Govt. of West Bengal and Employees State Insurance Act.

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Annexure II

Proforma for Submission of Price Bid

**Sub-Operation, Repair And Maintenance Of HT/LT Electrical Equipments In
Ispat Niketan At 52/1 A, Ballygunge Circular Road,Kolkata-700 019.**

Ref: Your Tender dated :

In response to your tender dated ----- for operation , repair and maintenance of the above items of work, we have read the Tender Documents in full and agree to the Terms & Conditions set therein in case of our selection & give below our lowest rates for various items of work:

Job Description as per the tender document	Consolidated Rate per month in Rupees in figures
	Applicable taxes in Rupees
Consolidated rate + applicable taxes in figures Rs. _____ (in words) : Rupees _____	

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- We confirm that the rates quoted above shall be kept unchanged for the total contract period of three years and extended period (if any) under any circumstances whatsoever.
- You are requested to quote the consolidated rate per month in Rupees separately and record the applicable taxes in the next separate row.
- Conditional rates will be rejected.
- If there happens to be a disparity in the amounts in figures and words, that bearing the lower amount would be taken into consideration only.

Thanking you,

Yours faithfully,

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

Signature with Date

Name & Designation

Name & Seal of the Firm/Company

Distributioun :

- Sr. Manager (F&A) I/C.
- Dy. Manager (DB&AS) & Convenor, Purchase Committee.
- Asstt. Manager (HR&A) [AB].
- Asstt. Manager (HR&A) [ABR] -- with a request to hand over requisite papers to concerned employee.
- Asstt. Manager (F&A) & Member, Purchase Committee.
- Jr. Manager (DB&AS), Member, Purchase Committee.
- Jr. Manager (HR&A), Member, Purchase Committee.