

TENDER NOTICE OF
JOINT PLANT COMMITTEE
ISPAT NIKETAN
52/1A BALLYGUNGE CIRCULAR ROAD
KOLKATA- 700 019

FOR

UPKEEP & MAINTENANCE OF OFFICE OF
JOINT PLANT COMMITTEE,
HEAD QUARTERS
KOLKATA

INVITATION TO TENDER (ITT)

Sub: Tender Notice No. JPC/HR&A/01(1)/17-18/1027 Dated : October 10, 2017 for Inviting Rates/Quotation for Upkeep & Maintenance of Office premises of Joint Plant Committee (JPC) Head Quarters at Kolkata.

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| 1. | ITEM DESCRIPTION | : | Upkeep & Maintenance of Office Premises of JPC at Ground, First & Second Floors of 52/1A, Ballygunge Circular Road, Kolkata-19. |
| 2. | DATE OF PUBLICATION OF THE ADVERTISEMENT | : | 10 th October, 2017 |
| 3. | PRE – BID MEETING: Date & Venue | : | <i>Date : 17.10.2017 Time: 4.30 P.M. Venue: JPC, Ispat Niketan, 1st Floor, 52/1A Ballygunge Circular Road, Kolkata – 700 019</i> |
| 4. | LAST DATE OF SUBMISSION OF THE TENDER | : | 18 th October, 2017 till 2.30 P.M. |
| 5. | PLACE OF SUBMISSION OF QUOTATION | : | Joint Plant Committee, Ispat Niketan, 1 st Floor, 52/1A Ballygunge Circular Road, Kolkata – 700 019 |
| 6. | DUE DATE & TIME FOR OPENING OF OFFERS PART- I & II – EMD & TECHNICAL BID PART - III – COMMERCIAL BID | : | 20 th October, 2017 at 11.30 A.M. The date and time of opening of the Commercial bid will be conveyed after the opening of the Technical Bid |
| 7. | EARNEST MONEY DEPOSIT | : | Rs.15,000/- (Rupees fifteen thousand only) |
| 8. | SALE/COST OF TENDER DOCUMENT | : | Between 11.00 AM to 1.00 PM & 2.00 P.M. to 3.30 P.M. on any working day from Joint Plant Committee, 52/1A Ballygunge Circular Road, Kolkata – 700 019 from 10 th October to 17 th October, 2017 Or Download from www.jpcindiansteel.nic.in / Cost of this paper is Rs. 200/-(Rupees two hundred only). If however, the tender is downloaded from website, a separate Demand Draft of Rs.200/- may to be drawn from any Scheduled Commercial Bank (except Cooperative and Gramin Bank) , in favour of 'Joint Plant Committee', payable/en-cashable at Kolkata |
| 9. | PERIOD OF CONTRACT | : | TWO YEARS from the effective date of contract i.e. 1st November, 2017 to 31st October 2019--- extendable for a period of another 3 (three) months at the option of JPC on same terms & conditions. |

(R Bandyopadhyay)
Chief Manager (DB&AS) & HOD(HR&A)

Scope of Work

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| 1. | Timely and regular Upkeep and Maintenance of the office premises (Lobby, Frontage, Floors, Staircase, Open Terrace. Canteen, Toilets, Urinals, Latrines, Wash Basins, Drains etc. are also to be maintained and kept in proper sanitation. etc., (Ground, 1 st & 2 nd Floor having total area around 20,000 sq. ft) is in the purview of contract. |
| 2. | The contractor shall be liable to maintain the referred office premises of JPC, Kolkata as per specifications mentioned and according to the instructions / directions of JPC or its authorised representatives from time to time without any deviations or modifications of the said instructions except with the written consent from JPC, Kolkata. |
| 3. | Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of work. The Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his/her own cost all materials, tools, drums, brooms, dusters etc. |
| 4. | Cleaning of the premises must be completed by 9:00 A.M. A second round of cleaning work is to be taken up from 1 p.m. to 2p.m. |
| 5. | Materials like brooms of various types, cleaning rags, plastic buckets, washing materials like Vim, Surf, Phenyl etc. as well as Odonils and Napthalene Balls (make as specified at Annexure IV) for bathrooms and Urinals are to be provided by the contractor as per requirement every month in the presence of an official of JPC as per the contract made. The details of the products to be supplied every month are given in Annexure IV. Costs of these products must be included in the quoted rate. |
| 6. | Plumbing jobs throughout the contract period – repairs and maintenance for sanitary wares & fittings, water pipelines & fittings & other related plumbing jobs – are to be carried out as and when required. Any sort of infrastructural fault will have to be intimated to the office immediately. Repairs shall have to be carried out within 24 hours from the time of requisition or as may be prescribed by JPC. Cost of materials for any plumbing jobs shall be reimbursed on production of Cash Memos on actual basis. The Labour Charge will be paid, but no Service Charge will be paid in this account. |
| 7. | Upkeep and Maintenance of floors, glass panes, mirrors & windows, cleaning of carpets, partition wall (half / full) in Sections / Chambers of the Executives and office furniture together with refilling jugs with water are to be done thoroughly throughout the contract period. |
| 8. | If any kind of washing cleaning etc. is required at any point of time, during office hours, the work has to be done immediately |

Signature with Date

Name & Designation

Name & Seal of the Firm/Company

GEOGRAPHICAL PURVIEW OF WORK

The premises of the office of Joint Plant Committee at 52/1A Ballygunge Circular Road, Kolkata – 700 019. Ground, 1st and 2nd Floors including Canteen.

TYPES OF WORKERS TO BE INVOLVED/TIMING

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| 1. | Unskilled Labourers: 7 : (Full time – For 4 labourers – 8:00 – 16:00 hrs; For 3 labourer (10:00 – 18:00 hrs.) |
| 2. | Semiskilled labourers: Supervisor:1 (Full time- 8 hrs. Shift) |

SUBMISSION OF TENDER

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

Envelope I: “EARNEST MONEY DEPOSIT (EMD) FOR UPKEEP & MAINTENANCE OF JPC HQs, KOLKATA”

PART I-EMD – This part shall contain:

Earnest Money Deposit (EMD) in the form of a demand draft drawn on any scheduled commercial bank except Cooperative and Gramin bank in favour of Joint Plant Committee, Kolkata for a value of Rs. 15,000/- (Rupees fifteen thousand only), payable at Kolkata. The earnest money will not earn any interest. If the Bidder, after submitting his tender, resigns from 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. On acceptance of the tender (but not earlier than the expiry date of validity of Tender), the Earnest Money will be returned to the unsuccessful Bidder. 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 Bidder.

Receipt for Rs.200/- as proof of purchase of tender papers or a demand draft of the amount if the tender had been downloaded from the website shall also be submitted along with the EMD (1st part of Tender) towards the cost of tender documents.

Non submission of EMD in a separate envelope as already mentioned will lead to 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 UPKEEP & MAINTENANCE OF JPC HQs, KOLKATA”

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

- i) Copy of Terms and Conditions/Tender Notice provided herewith by JPC, duly signed by the contractor with rubber stamp on every page of it, as acceptance of the terms and conditions of JPC.
- ii) Other documents as stated below to be submitted for Bidders Eligibility Criteria.
 - Letter of Transmittal (Annexure I)
 - Check List of documents to be enclosed (Annexure II)
 - Profile of the Tenderer (Annexure - III)
 - Copy of work order/Letter of Award for similar work executed in the last three years with self attested certificate of the client regarding satisfactory execution of the work order in original along with address & contact number.

Signature with Date

Name & Designation

Name & Seal of the Firm/Company

- Copy of Provident Fund, ESIC, GST certificates and PAN Card.
- Copy of Certificate of Contract Labour (Regulation & Abolition) Act
- Copy of Registration Certificate & Evidence of licence holder under Contract Labour (Regulation & Abolition) Act.
- Copy of Trade License
- Audited Balance sheet or a document certified by Chartered Accountant in support of Annual turnover of the bidder in the last three financial years.
- Proof of nature of firm

Envelope III: “COMMERCIAL BID FOR UPKEEP & MAINTENANCE OF JPC HQs, KOLKATA”

- Commercial part should be submitted as per price format enclosed at **Annexure –V** and is liable to be rejected if submitted otherwise.
- Conditional Offer will not be accepted and the Financial Bid will be rejected in such situation.
- In case of tie in the L-1 rate, the two parties will be asked to put up further quotations on the spot and the vendor quoting L1 rate at the spot would be selected.
- Execution of an agreement with JPC on a Non-Judicial Stamp Paper of 100/- is to be done within 30 days of receipt of the Work Order.
- The quoted price should be filled in the format provided with the Tender Notice.
- Rates shall be exclusive of all applicable taxes & duties. GST shall be paid on actual on submission of documentary evidence (HSN code of the applicable GST rate should be mentioned separately).
- Financial bids shall be opened on the bidders qualifying in the technical bid.
- The monthly rate should be filled in both words and figures. In case of any discrepancy, the lower of the two will be considered.
- Valid Trade Licence for 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 within the price range of L1 +15 per cent.”

All the above three envelopes will have to be put in a single sealed envelope superscribed as “Tender for Upkeep & Maintenance of Office premises of JPC, Kolkata” and addressed to Chief Manager (DB&AS) and HOD (HR&A), Joint Plant Committee, Kolkata.

Technical bids of the tenderer 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.

Late/Delayed Tender-Late/delayed offers due to any reasons whatsoever will not be accepted / considered at all under any circumstances.

Signature with Date

Name & Designation

Name & Seal of the Firm/Company

Validity of offer-The offer of contractor/tenderer must be valid for two months from the opening of the Financial Bid.

Capacity of the Tenderer

Technical Capacity-The Tenderer shall satisfy Joint Plant Committee that he possesses the necessary experience and qualification and that he has at his disposal suitable and competent persons to ensure that he can undertake the work to the best of quality and satisfaction of Joint Plant Committee. The Tenderer shall furnish necessary particulars in this regard with the Tender.

Legal Capacity- The Tenderer shall satisfy Joint Plant Committee that he is competent and authorized to submit Tender and/or to enter into a legally binding Contract with Joint Plant Committee. To this effect any person giving a Tender shall render documentary evidence that his signature on the Tender submitted by him is legally binding upon himself, his firm or company, as the case may be.

BIDDER'S ELIGIBILITY CRITERIA (BEC)

- a) The bidder must be a registered Company / Proprietorship / Partnership firm authorized to carry out the business as mentioned in the tender. In case the bidder 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. The tenderer should have its own offices in Kolkata and requisite evidence for the same should be furnished.
- b) The firm of Tenderer/Bidder should be registered licence holder under *Contract Labour (Regulation & Abolition) Act* and should submit necessary documents and account numbers.
- c) The contractor should be registered with Regional Provident Fund, Employees' State Insurance & Goods & Service Tax and should furnish the respective documents and account numbers.
- d) The contractor should have minimum five years experience for carrying out such works in Public Sector / Government Organisation / Reputed Organisation. This should be justified with necessary documents.
- e) The contractor/firm should have an annual turnover of minimum Rs.20 lakhs in the last three financial years.

Signature with Date

Name & Designation

Name & Seal of the Firm/Company

PROCESS OF SELECTION OF VENDOR

The sealed quotation would be opened by the Purchase Committee of JPC at H.O, Kolkata, 52/1A Ballygunge Circular Road, Ispat Niketan, 1st Floor, Kolkata – 700 019 on **20th October, 2017 at 11.30 A.M.** The Bidders may be present at the time of opening of the bid.

- There would be a **pre-bid meeting on 17th October, 2017 at 4.30 P.M.** to appraise all vendors about the various clauses of the tender document.
- There is a departmental estimate for this work and the department has (+)/(-) range for deviation in the estimated price for acceptance of the total evaluated price of the tenders, as worked out in the comparative statement. In case the L1 price of techno-commercially qualified tenderer is less than the lower limit of the estimated price and he is considered for placement of order, the tenderer may be asked 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.
- **Award of the contract will be based on lowest offered rate (L-1) subject to compliance of other terms and conditions in this tender**
- **'Letter of Intent' will be issued to the L1 vendor and the Security Deposit has to be submitted by the vendor within seven days from the date of issuance of the letter.**
- **Once the Security Deposit is revived from the vendor, the Work Order will be issued.**
- The successful Tenderer will execute a formal Agreement on non-judicial stamp paper within 30 days from the date of receipt of Work Order/LOI. The notice inviting Tender, Instructions to Tenderers, Description of Services, Terms and Conditions of contract along with all the enclosures, Letter of Intent and acceptance thereof shall form a part of the contract.
- JPC however, reserves the right to accept the tender or reject any or all the tenders without giving any reason thereof, whatsoever.

SECURITY DEPOSIT

1. The successful vendor will be required to deposit a total amount of 5% of the total contract value minus the amount deposited towards EMD as Security Deposit in form of Demand Draft within 7 working days of award of *Letter of Intent*. On completion of the Agreement satisfactorily, the Security Deposit would be refunded to the Service provider on receipt of confirmation of clearance of all final dues and satisfactory fulfilment of statutory obligations. No interest will be payable on Security Deposit. However, in case of premature termination of Agreement on the part of the Service provider or in the event of the Service provider committing any breach of Agreement or grave misconduct resulting in termination of the Agreement by JPC, the Security Deposit will be forfeited. In case of failure on the part of the successful tenderer to submit the security deposit within the stipulated period, his EMD shall be forfeited and the L-2 vendor in this case will be awarded the contract at the L-1 rate.

Signature with Date

Name & Designation

Name & Seal of the Firm/Company

2. The Security Deposit shall be for the due and faithful performance of the contract and shall remain binding notwithstanding such variation, alteration or extension of time as may be made, given, conceded or agreed to between Contractor and JPC in the contract.
3. The Security Deposit furnished by Contractor will be subjected to the terms and conditions of this contract and JPC will not be liable for payment of any interest on the Security Deposit or any depreciation thereof.
4. The Security Deposit shall be released on application by the Contractor after the expiry on contract period and after the Contractor has discharged all his obligations under the contract and produced a "No Demand Certificate" + NOC from labourers.

TERMS OF PAYMENT

1. "The labour payment every month should be made as per the wage structure of Government of West Bengal for Minimum Rate of Wages on Employment of Construction or Maintenance of Roads or in Building operations in the state of West Bengal as per notifications issued by Govt. of West Bengal, office of the Labour Commissioner from time to time".
2. The monthly payment must be made at site in presence of the representative of JPC Management.
3. The payment should be certainly made within 7th of the month (not depending on the bill of JPC).
4. The Contractor will arrange for signatures in PF, ESI & other statutory forms by his employees engaged in Ispat Niketan under this contract immediately after assuming the charge.
5. **"With every month's bill (except the first month's bill) copy of PF, ESI, wage sheet & GST Deposit Challan of the previous month must be attached. Otherwise, the bill will not be passed for payment".**
6. The Contractor shall make regular and full payment of labour charges, salaries and other payments as due, as per the labour laws to its personnel deputed under service contract and furnish necessary proof whenever required :
 - (i) The payment to contract labour shall include Minimum Wage, PF, ESI, Bonus, HRA, Retrenchment Benefit, Leave-salary, etc.
 - (ii) **Minimum wages shall be payable as per rates applicable under in Building Operations prevalent in the state of West Bengal issued by the office of Labour Commissioner from time to time.**
 - (iii) Make provision for ECS payment.
 - (iv) The contractor shall make regular and full payment of service tax and furnish necessary proof after the payment of such tax.
 - (v) Any complaint regarding non-payment of wages to Contractor's personnel may result in termination of the Contract
 - (vi) The contractor shall supply salary slips every month to the workers employed showing the breakup of salary released to the workers (Basic, DA, VDA and deduction made on account of PF, ESI etc).
 - (vii) If PF, ESI, etc. not paid for the Contractor's personnel for the previous month the bill forwarded to JPC will not be passed.
 - (viii) Any Income Tax which JPC may be required to deduct by law or statute shall be deducted at source and the same shall be paid to Income Tax Authorities on account of Contractor. JPC shall provide the Contractor a certificate for such deduction of tax. Contractor shall indicate their Permanent Account No. with the relevant Income Tax Authority for this purpose to JPC along with the first bill.

Signature with Date

Name & Designation

7. Whenever this Contract terminates/expires, the contractor shall be required to pay full terminal benefits to each of his employee, deployed at JPC, including PF dues, ESI charges, retrenchment benefit etc. and produce no dues certificate from them. Subsequently the same shall be produced to JPC and the contractor shall also furnish with a 'no dues certificate' at the time of seeking release of Security Deposit.

PENALTY CLAUSE

1. The above security deposit would be refunded without any interest to the Contractor on completion of the tenure of the contract, subject to satisfactory performance during the period of contract. In the event of non-performance or non-payment to the labours their required payment or any part of it, the security deposit held with JPC will be forfeited entirely and the discretion lies with JPC.
2. The Service provider shall carry and maintain all insurance which he may be required under any law or regulation from time to time.
3. *Accident or Injury/death to Workmen:* JPC shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury/death to any workman or other person in the employment of the Service Provider. The Service Provider shall indemnify and keep JPC indemnified against all such damage and compensation whatsoever in relation thereto.
4. *Damage to Property:* The Service Provider shall be responsible for making good to the satisfaction of JPC for any loss or any damage to all structures and properties within the premise. If such loss or damage is due to fault and / or the negligence or wilful acts or omission of the Service provider, his employee agents, representatives or sub-contractors, he shall make good the loss as assessed by JPC.
5. No escalation of percentage of Contractor's Service Charges and/or cost of materials / consumables shall be admissible during the term of the contract. Any increase in minimum wages to workmen as per notification of the appropriate government (presently state government) during the tenure of the contract will be reimbursed on actual and the 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 as per Government of West Bengal, Office of the Labour Commissioner,.....pertaining to minimum wages as for employment of construction or maintenance of roads or in building operations in State of West Bengal.
6. **With every month's bill (except the first month's bill) copies of PF & ESI & GST Deposit Challan along with the contract labourers' PF deposit and ESI deposit slips of the previous month must be attached. Otherwise, the bill will not be passed for payment. In cases of non-payment of PF for two consecutive months the amount could be forfeited from the Security Deposit. Also the wage sheet for the labourers deployed at JPC needs to be submitted.**

PERIOD OF CONTRACT

The contract will be for a period of 2 (two) years effective from 1st November, 2017 to 31st October 2019, extendable by a period of 3 months at the option of JPC at the same terms & conditions.

Signature with Date

Name & Designation

Name & Seal of the Firm/Company

STATUTORY REQUIREMENT

1. The contractor should deduct Provident Fund & ESI from their employees on a monthly basis and deposit the same within the stipulated time with the P F Authorities. Proof of payment at the P F authorities and ESI authorities must be produced to JPC on a monthly basis.
2. The successful contractor needs to have ESI A/c. and their employees shall be given coverage under ESI.
3. In the event of non-submission of statutory documents viz. P.F., ESI etc. / proof of monthly payment, the bills of the successful contractor would remain withheld and may even lead to termination of the contract of the Work Order with immediate effect.
4. The Contractor is to further produce necessary documentary evidences highlighting their PAN number and GST number.

COMPLIANCE WITH STATUTORY LAWS & OTHER REGULATIONS

1. Contractor shall, throughout the performance of this contract comply with all laws, rules, regulations and statutory requirements of Government of India, West Bengal Government / local bodies and/ or other statutory bodies as far as such bodies have jurisdiction over this Contract work and JPC shall not be liable for any action of the statutes applicable due to non-fulfilment of statutory obligations by the Contractor. The violation in the compliance of statutory provisions by the contractor will entail the cancellation of the contract.
2. The Contractor shall conform in all respects, with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority which may be applicable to the Contract work and with such rules and regulations of public bodies as aforesaid and shall keep JPC indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-law.
3. The Contractor shall get himself registered with the concerned authorities as provided under various applicable Acts and shall be directly responsible to such authorities for compliance with the provisions thereof.
4. The workers deployed by the contractor shall remain contractor's employee only and at no time shall claim permanent absorption in JPC.

LABOUR LICENCE

1. Contractor shall obtain Labour License in required form as prescribed under West Bengal contract labour rules with latest amendments immediately on award of this contract and furnish a copy of same to JPC within 30 (thirty) days from the date of this contract. In case Contractor fails to submit labour license within the stipulated time, the said contract may be cancelled.
2. **The contractor shall abide by the provisions of West Bengal Contract Labour Rules with latest amendments regarding condition of service.**
3. In respect of all persons employed by the Contractor, the Contractor shall comply with and implement all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, or any amendment thereof, and all legislations and rules of the State and/or Central Government or other local authority formed from time to time. The Contractor will get himself registered with the concerned statutory authorities as provided in the Act and shall be directly responsible to the authorities there-under for compliance with the provisions thereof.

Signature with Date

Name & Designation

Name & Seal of the Firm/Company

PROVISION OF EMPLOYEE'S COMPENSATION ACT

1. The Contractor shall be liable for any damages or compensation payable by law in respect of or in consequence of any accident or injury to any personnel or other person in the employment of the Contractor. The Contractor shall indemnify and keep indemnified JPC against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever, in respect thereof or in relation thereof. The Contractor shall at all times indemnify and keep indemnified JPC against all claims for compensation under the provisions of the Employee's Compensation Act 1923 or any other law in force by or in respect of any operators employed by the Contractor in carrying out the order and against all costs and expenses or penalties incurred by JPC in connection therewith.
2. The contractor shall also take insurance cover protecting the agency against all claims applicable under the Employee's Compensation Act, 1923. The Contractor shall arrange necessary insurance cover for any persons deployed by him even for short duration.

PROVIDENT FUND

The Contractor shall be solely responsible for deduction and contribution under the Employees' Provident Fund Act, 1952 and the scheme made thereunder as amended from time to time to the extent applicable for the purpose of this contract. Further, the Contractor shall indemnify and keep indemnified JPC against any loss or damage whatsoever that may be suffered by JPC as a result of any claims, damages, penalties for any failure, non-compliance on his part with the provisions of the aforesaid act and the scheme framed there-under.

PAYMENT TO PERSONNEL

Contractor shall be solely responsible for payment of wages/salaries, other benefits and allowances to his personnel that might become applicable under Act or Order of the Government. JPC shall have no liability whatsoever in this regard and the Contractor shall indemnify JPC against any/all claims which may arise under the provisions of various Acts, Government Orders etc.

RIGHTS TO VARY THE CONTRACT

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

SUB-CONTRACT

Contractor shall not sub-contract the Contract Work in whole or part of the work to third parties for the performance of this Contract.

Signature with Date

Name & Designation

Name & Seal of the Firm/Company

NEGLIGENCE, DEFAULT AND RISK PURCHASE

1. If Contractor fails to execute the contract with due diligence or expedition or shall refuse or neglect to comply with any order given in writing by JPC under the Contract, JPC may give notice in writing to Contractor to make good the failure, neglect or contravention within a time frame as stated by JPC and in default of the compliance with the said notice, JPC without prejudice to its rights under the Contract, may rescind or cancel the contract holding Contractor liable for the damages that JPC may sustain in this regard.
2. Should Contractor fail to comply with such notice within the time as stated by JPC, JPC will have the option and shall be at liberty to take the work wholly or in part out of the Contractor's scope and may get the same executed by alternate agency at Contractor's risk and cost. This shall be without prejudice to JPC's rights under other clauses of this Contract.
3. In case of such cancellation of contract with the vendor if the latter fails to abide by duties as per the terms of the Tender Report or work order, the job may be given to the L2 vendor, who will have to work at the L1 rate according to the same terms and conditions. This may be done without going for a fresh tendering procedure in order to save time and to facilitate proper working of the Committee.

ARBITRATION

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties :

The relevant clause in this regard will be as follows:

1. In case the tenderer is a Public Sector Enterprise/Central Govt Deptt, the dispute is to be settled by permanent machinery of Arbitration set up in the deptt of Public Enterprises. In such case, the arbitration clause will be as follows :

"In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by, other party to the arbitration of one of the arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Govt of India, Incharge of the Bureau Department of Public Enterprises. The Arbitration Act, 1940 shall not be applicable to the arbitration under the clause. The award of the Arbitrator shall be binding upon) the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Addl. Secretary when so authorised by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of arbitration as intimated by the Arbitrator."

Signature with Date

Name & Designation

Name & Seal of the Firm/Company

2. In case the tenderer is a private party, the arbitration clause will be as follows :

"All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The parties in the dispute will share equally the cost of arbitration as intimated by the Arbitrator."

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In case of any queries relating to this tender please contact :

Shri Abhishek Banerjee
Dy. Manager (HR&A)
Joint Plant Committee
52/1A Ballygunge Circular Road
Kolkata – 700 019
Tel: 033 2461 4055/ 56/ 58

Signature with Date

Name & Designation

Name & Seal of the Firm/Company

**LETTER OF TRANSMITTAL
(ANNEXURE I)**

From
(Full address of the Applicant)
To
The Chief. Manager (DB&AS)& HOD (HR&A)
Joint Plant Committee
Ispat Niketan, 1st Floor
52/1A Ballygunge Circular Road,
Kolkata – 700 019

Sub : Submission of Tender application for Upkeep & Maintenance of office premises at JPC, HQ

Dear Sir,

In response to your Tender Enquiry Letter No. dated inviting offers for Upkeep & Maintenance of office premises at JPC, HQ at Kolkata, I/We, a Company / Partnership firm / an Association / Sole Proprietor (in the case of a firm , an Association/or a Joint-Venture (please list out here full name of all partners/members) carrying on business at(address) hereby offer to carry out various services, at the firm rates quoted and kept in a separate envelope marked _____.

I / We agree that this offer shall be valid for a period of two months from the date of opening of the Financial Bid and if the offer is withdrawn/modified/varied before the said date of validity, the Earnest Money furnished by me/us shall stand forfeited.

I/We hereby agree to abide by the instructions provided in the Tender Notice and fulfill your, Schedule of Services, General Terms & Conditions of the contract for Upkeep & Maintenance of JPC, HQs at 52/1A Ballygunge Circular Road, Kolkata – 700 019 which shall be deemed to form an integral part of this offer and I/We herewith enclose original copies of, Invitation to Tender, Instructions to Tenderers, Schedule of Services, General Terms & Conditions duly signed on each page as token of my/our acceptance thereof (except the schedule of rates which are kept in a separate envelope).

I/We hereby further agree to notify you at any time, whether before or after acceptance of my/our tender, regarding any change in the constitution of my/our firm/company either by the death, exclusion or retirement of any partner or member or by the admission of a new partner or member. (This clause shall apply where the Tenderer is a firm/company).

I/We enclose a demand draft/pay order bearing no. dated and drawn on onBank of Rs. (RupeesThousand only) in favour of Joint Plant Committee, being the Earnest Money Deposit (EMD) and the receipt for purchase of Tender Documents.

I/We note that no interest shall accrue on the Earnest Money Deposit. EMD without interest shall be refunded to the unsuccessful Tenderer (s). But it will be retained by you towards the Security Deposit in the case of successful Tenderer for the due fulfillment of the contract.

We certify that all the statements made and information supplied in the enclosed forms are correct. We have furnished all information and details necessary and have no further pertinent information to supply. We authorize JPC to approach individuals, employers, firms and corporations to verify our competence and general reputation.

Thanking you,

Yours faithfully,

(Signature of the Tenderer)
Seal of the Tenderer

Date : _____

Checklist of Documents to be enclosed
Annexure II

NAME OF THE TENDERER: _____

| | |
|--|---------------|
| Envelop No. 1 will contain DD for Rs.15,000/- towards EMD and copy of Receipt/dd for Rs.100/- for cost of documents | Yes/No |
| Envelop No – 2 (Techno Commercial)will contain the following documents:- | |
| Letter of Transmittal | Yes/No |
| Check list of documents | Yes/No |
| Profile of the Tenderer | Yes/No |
| Certificates of Previous Experience | Yes/No |
| Copies of work orders substantiating experience | Yes/No |
| Copy of GST certificate | Yes/No |
| Copy of PAN Card | Yes/No |
| Copy of PF registration | Yes/No |
| Copy of ESIC registration | Yes/No |
| Copy of Trade License | Yes/No |
| Copies of Balance Sheets / P&L Account for last 3 years | Yes/No |
| All pages of Tender Documents duly signed by the Tenderer | Yes/No |
| Proof of Nature of Firm | Yes/No |
| Compliance status against each of the eligibility criteria with supporting documents / undertakings | Yes/No |
| Envelop No. 3 (Financial Bid) - should contain the following document : | |
| Financial Bid as per proforma duly signed with date. | Yes/No |

Note: Please note that the rates quoted should be mentioned in the Financial bid form only and not on any other page of the tender document.

PROFILE OF THE TENDERER

Annexure III

| | | | |
|-----|---|--------|--|
| 1. | Name of the Tenderer | : | |
| 2. | Full address along with telephone no. | : | |
| 3. | Ownership details | : | |
| 4. | Status of the company (Limited, PSU, SSIC etc) etc) | : : | |
| 5. | Number of permanent employees in establishment | : | |
| 6. | Contact person's Name & Designation | : | |
| 7. | Details of permanent establishments and business being pursued by us from there | : | |
| 8. | Proof of Nature of Firm (Evidence to be enclosed) | : | |
| 9. | PAN Number (attach photocopy) | : | |
| 10. | Service Tax Regn. No. | : | |
| 11. | Bank Account Details : | : | |
| A. | Name of the Account Holder: | : | |
| B. | Name of the Bank | : | |
| C. | Branch Address | : | |
| D. | 9-digit MICR Code | : | |
| E. | Account type (SB, Current, Cash Credit A/c etc) | : | |
| 12. | Code No. under Employees PF Scheme (Attested copy of certificate / letter of PF authorities to be submitted before award of the contract.) | : | |
| 13. | Code No. under ESI (Attested copy of certificate / letter of ESI authorities to be submitted before award of the contract) | : | |
| 14. | Whether terms and conditions as mentioned in the tender documents are acceptable | : | |
| 15. | Earnest Money - Details of Bank Draft. | : | |
| 16. | Cost of Tender Documents downloaded from website(details of Bank Draft) | : | |

17. Financial details of the company:

| Financial year | Turnover (Rs.) | Profit/Loss (Rs.) |
|----------------|----------------|-------------------|
| 2012-13 | | |
| 2013-14 | | |
| 2014-15 | | |

18. Current / Major Client List:

| Sl.No. | Name of the Client | Services provided as per scope of work (Attach copies of the Work Orders) |
|--------|--------------------|--|
| | | |
| | | |

We hereby certify that all the information provided above is correct and true to the best of our knowledge.

SIGNATURE OF THE TENDERER -----

NAME: -----

SEAL:

DATE:

ITEMS TO BE PROVIDED BY VENDOR EVERY MONTH
Annexure IV

| Sr. No. | Product | Make/Brand |
|----------------|---|-------------------|
| 1. | Phenyl – 10 ltrs. | Bengal Chemical |
| 2. | Liquid Hand Soap – 15 ltrs. ; | Lifebouy |
| 3. | Toilet cleaner – 5 ltrs. ; | Harpic |
| 4. | Furniture/Glass cleaner – 5 Bottles | Colins |
| 5. | White Duster – 1 Dz | |
| 6. | Thick Duster – 1 Dz | |
| 7. | Napthalene balls – 1 Kg | Bengal Chemical |
| 8. | Cleaning pads – 6 Pcs. | Scotch Brite |
| 9. | Cleaning Powder - 2 Kgs | Vim |
| 10. | Floor Wash Soap – 5 ltrs | |
| 11. | Room Freshener – 4 Pcs. (400 ml. each) | |
| 12. | Fragrance – 1 Dz (Big Size) | Odonil |

Cost of all the above mentioned products should be included in the quoted rates in Annexure V

FINANCIAL BID
(To be enclosed in a Separate Envelope)
(Annexure V)

| Consolidated Monthly Rate exclusive of GST | |
|--|-------------------|
| In figures (Rs.) | In words (Rupees) |
| | |

SIGNATURE OF THE TENDERER
With seal

Name:

Date:

Notes:

1. No separate charge of any nature would be payable on any account.
2. Rates shall be quoted both in figures and in words, any offer containing clerical or arithmetical mistakes shall be liable for rejection.
3. No escalation of percentage of Contractor's Profit Margin/Admn Charges and/or cost of materials / consumables shall be admissible during the term of the contract. Any increase in minimum wages to workmen as per notification of the appropriate government (presently state government) 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.**
4. Service charges or any other statutory levies has to be paid by the Service provider and included in the rates being quoted.
5. Cost of all the products mentioned in Annexure IV should be included in the quoted rates of the Financial Bid (here the costs of products would be inclusive of GST).
6. The rate should include employee remuneration such as PF/ESI contribution, bonus, house rent allowance, terminal benefits, leave salary etc if any.
7. The Service provider should ensure that at least Minimum Wages is paid to their employees as per notification issued from time to time by Government of West Bengal under minimum wages Act 1948.

-:oOo:-

(R Bandyopadhyay)
Chief Manager (DB&AS) & HOD (HR&A)