

**TENDER NOTICE OF  
JOINT PLANT COMMITTEE  
REGIONAL OFFICE, NEW DELHI  
FOR  
HOUSEKEEPING, MAINTENANCE & SURVEILLANCE OF  
TRANSIT HOUSE AND REGIONAL OFFICE, NEW DELHI**

**JOINT PLANT COMMITTEE**

**301-306, Aurobindo Place,**

**Hauz Khas**

**New Delhi-110016.**

**Sub: Tender Notice No. RJPC/ND/A7/2019/697 for Inviting Rates/Quotation for Housekeeping & Maintenance of JPC Transit House, Hauz Khas and Office service for JPC office at Hauz Khas, New Delhi**

1.	ITEM DESCRIPTION	:	Inviting Rates/Quotation for maintenance of Transit House and Office as per terms & conditions enclosed.
2.	DATE OF PUBLICATION OF ADVERTISEMENT		10 <sup>th</sup> January , 2019
3.	LAST DATE/VENUE OF SUBMISSION OF QUOTATION	:	24 <sup>th</sup> January, 2019 by 03.00 p.m./ at Regional Office, Joint Plant Committee, 301-306, Aurobindo Place, Hauz Khas New Delhi -110016
4.	PRE BID MEETING-DATE/VENUE		18 <sup>th</sup> January, 2019 at 12 p.m. at Regional Office, Joint Plant Committee, 301-306, Aurobindo Place, Hauz Khas New Delhi -110016. All participants are requested to be present at the pre-bid meeting.
5.	DUE DATE/TIME & VENUE FOR OPENING OF OFFERS PART- I & II – Tech& EMD PART - III – Price Bid	:	29 <sup>th</sup> January, 2019 at 11:00 a.m. at Joint Plant Committee, Head Quarters, Ispat Niketan, 52/1A Ballygunge Circular Road, Kolkata – 700 019  Date & time of opening of Price Bids will be conveyed to the technically qualified vendors only, after successful completion of evaluation of Technical Bids.
6.	EARNEST MONEY DEPOSIT/ COST OF TENDER PAPER	:	Rs.1,00,000 /- (Rupees one lakh only) in the form of Demand Draft which has to be drawn from any Scheduled Commercial Bank (except Cooperative and Gramin Bank), in favour of Joint Plant Committee payable at Kolkata + Demand Draft of Rs.500/- (Rupees five hundred only) drawn in favour of Joint Plant Committee, Kolkata, payable/en-cashable at Kolkata in case, the tender is downloaded from website. Or a receipt of Rs.500/- if the tender is purchased from office of JPC.

## Scope of Work

1.	Timely and regular Housekeeping, Maintenance and Surveillance of Transit House (K-114 Hauz Khas New Delhi – 110016) and Regional office of JPC- New Delhi (301-306, Aurobindo Place, Hauz Khas New Delhi).
2.	The contractor shall be liable to maintain the referred transit house and office premises of JPC, New Delhi 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.
3.	Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders regarding the nature of work and its purview. 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.
4.	Maintaining 'guest register' as per booking given by office. Preparing bills and money receipts accordingly.
7.	Thorough cleaning, sweeping maintenance of floors, doors and windows, glass panes, mirrors, cleaning of carpets, curtains, bedsheets, pillowcases, bedcovers, blankets, towels, washrooms/toilets and kitchens. / Chambers of the Executives and office furniture together with refilling jugs with water are to be done thoroughly and regularly throughout the contract period. The guests at the Transit House must be provided with fresh and clean laundry.
8.	Preparing breakfast, tea, coffee, serving and offering all canteen facilities to the boarders at the Transit House.
9.	Ensuring security to the Property and personnel in the Transit House. Ensure that all external unnecessary light and water lines are switched off when not in use.
10.	The office attendant will have to work for one shift for 8 hrs per day. To deliver dak and to run errands as assigned by the Office.

## **SUBMISSION OF TENDER**

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

**Envelope I: This envelope must be superscribed as, “EARNEST MONEY DEPOSIT (EMD) FOR HOUSEKEEPING, MAINTENANCE & SURVEILLANCE OF TRANSIT HOUSE AND REGIONAL OFFICE OF JPC - NEW DELHI”**

*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, for a value of Rs.1,00,000/- (Rupees one lakh only), payable at Kolkata. The earnest money will not earn any interest. If the participant, after submitting tender, resigns from his/her 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. The Earnest Money will be returned to the unsuccessful participants within a month of opening of the Financial Bid. 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 participant.

*Receipt for Rs.500/-* as proof of purchase of tender papers 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. If the tender is purchased from office, the money receipt must be enclosed along with the EMD.

**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.**

**Envelope II: This envelope must be superscribed as “TECHNICAL BID FOR HOUSEKEEPING MAINTENANCE & SURVEILLANCE OF TRANSIT HOUSE AND REGIONAL OFFICE OF JPC - NEW DELHI”**

This part shall consist following items:

- Tender Report signed & stamped on each page as a token of acceptance of all the terms and conditions mentioned therein.
- Copy of certificate of incorporation/Memorandum of Acceptance (MOA)/partnership deed as applicable along with the valid trade license to carry out such business.
- Copy of license under Contract Labour (Regulation & Abolition) Act, if applicable.
- Copy of Provident Fund registration certificate
- Copy of ESIC registration certificate
- Copy of GST registration certificate.

- Document stating the details of the authorized signatory of the tender.
- At least two ‘work orders’ and ‘completion certificates’ of similar work done in the last three years at public sector organisations/government organisations and other reputed organisations must be furnished. Without these, the participant will not be technically qualified.
- Balance sheets, duly signed and audited for the last three financial years. The company should have an annual income of minimum Rs 25 Lakhs /-(Rupees Twenty Five Lakhs) in each of the last three financial years. Providing the necessary documents pertaining to balance sheet etc. is mandatory or else, the participant will fail to be technically qualified.

**Envelope III: This envelope must be superscribed as “PRICE BIDS FOR HOUSEKEEPING, MAINTENANCE & SURVEILLANCE OF TRANSIT HOUSE AND REGIONAL OFFICE OF JPC - NEW DELHI”**

The commercial part should be submitted as per price format enclosed at Annexure –6 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 a 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 in 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.

*“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 into a single sealed envelope superscribed as “Housekeeping, Maintenance & Surveillance of Transit House and Regional Office of JPC- New Delhi” and addressed to Smt. Bimla Negi, Regional Officer, RJPC, New Delhi.**

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

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

### **Bidders' Eligibility Criteria**

1. The participants must be a registered Company / Proprietorship / Partnership firm authorized to carry out the business as mentioned in the tender. In case the participating vendor 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 participating vendor is a Proprietary concern, name of the Proprietor and proof of proprietorship is to be submitted. **The participating vendor should have its own offices in New Delhi and requisite evidence for the same should be furnished.**
2. The participating vendor should have valid Trade License / authorisation under Companies Act from appropriate authority to carry out such business in the above premises.
3. The firm of contractor should be registered and license holder under Contract Labour (Regulation & Abolition) Act, if applicable.
4. The contractor should be registered with Provident Fund and should furnish the copy of the certificate bearing the account number.
5. The contractor should be registered with ESI and should furnish a copy of the certificate bearing the account number.
6. The contractor should be registered with GST Authorities and should furnish the certificate bearing the account number and certificate thereto.
7. The contractor should have minimum three years work experience having carried out works in public Sector/Govt. Organization/Reputed Organization.
8. The contractor/firm should have an annual turnover of minimum Rs 25 Lakhs /-(Rupees Twenty Lakhs) in each of the last three financial years.

### **Selection of vendor**

- **Opening of Bids** - The sealed quotation would be opened by the Purchase Committee of JPC at H.Qs, Kolkata, 52/1A Ballygunge Circular Road, Ispat Niketan, 1st Floor, Kolkata – 700 019 on 29<sup>th</sup> January 2019 at 11 a.m.. The Bidders may be present at the time of opening of the bid.
- **Pre- Bid meeting** - Before opening of the tender, there would be a pre-bid meeting on 18<sup>th</sup> January, 2019 at 12 p.m. at JPC, Regional Office, 301-306, Aurobindo Place,, Hauz Khas, New Delhi-110016 to appraise all vendors about the various clauses of the tender document.
- **Bank Guarantee** - In case a technically qualified vendor, quotes the lowest rate that is unworkable and he is considered for placement of order, he/she 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. The amount of performance Guarantee will be decided by Joint Plant Committee.

- **Criteria for winning contract** - Award of the contract will be based on lowest offered rate (L-1) subject to compliance of other terms and conditions in this tender. If however, two vendors quote the same L1 rate, they would have to make spot quotations before the Purchase Committee of JPC. The vendor quoting the lowest amount at this juncture, would be selected.
- **Security Deposit** – JPC would issue a ‘Letter of Intent’ for the L1 vendor seeking Security Deposit. The Security Deposit is five per cent of the total job value minus the amount for EMD as submitted by the vendor. The Security Deposit has to be submitted by the vendor within seven working days from the date of issuance of the ‘Letter of Intent’.
  - Security Deposit must be in the form of Demand Draft.
  - 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 fulfillment of statutory obligations plus no objection certificate from all the employees of the said ‘service provider’ regarding payment of their salary, PF and all other statutory dues.
  - 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 vendor to submit the security deposit within the stipulated period, his/her EMD shall be forfeited.
  - 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.
  - 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.
  - 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 certificate of ‘satisfactory duty’ from the Indenting Department of JPC and a "No Dues Certificate" from the vendor itself.
- The successful Tenderer will execute a formal Agreement on non-judicial stamp paper of Rs.100/- within 30 days from the date of receipt of Work Order. 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.

### **Job Description and personnel**

The entire job to be performed and the criteria of the personnel to be deployed are mentioned in detail in Annexures 1 a), 1 b), 1 c) and 1 d)

### **Miscellaneous Conditions**

- The manpower for Sweeping, cleaning of all parts as per specifications vide the items of schedule shall be made available by the contractor.

- The contractor, shall, arrange manpower required for execution of the entire job. In case, a particular workman remains absent due to one reason or other, it would be the responsibility of the Contractor to provide another workman in his place.
- The Contractor shall, on award of the contract, furnish the list containing photograph, names and addresses, PAN card, Voter's identity card and Adhar card of the workmen sent to Joint Plant Committee for services provided by him with medical certificate, PF Number, Insurance Number, ESI Card etc.
- The services provided by Contractor shall be to the satisfaction of Joint Plant Committee.
- The contract rates shall include cost for all essential and contingent works, which although not specifically mentioned in this contract, are necessary for completion of the work to the satisfaction of Joint Plant Committee.
- The Contractor shall have no claim against Joint Plant Committee in respect of any work, which may be withdrawn.
- The Contractor shall maintain an Attendance Register of personnel. The above register of personnel shall be subject to checking by an authorized person of Joint Plant Committee. They will maintain cleanliness of toilets, lavatories, pantry, floors, etc. and will attend to any unforeseen jobs as well as exigency of work. No extra payment for this shall be made. The rate of items of scheduled work includes the cost of this provision as well.
- The Contractor for housekeeping services shall arrange all necessary materials consumables, appliances, tools required for housekeeping/upkeep services.

**Consumables** -The contractor shall supply all branded materials/consumables necessary for upkeep/housekeeping services in the Transit House/Office of Joint Plant Committee. These costs must be included in the quoted price. Details included in **Annexure -6**

### **Terms of Payment**

1. "The labour payment every month should be made as per the wage structure of Government of NCT of Delhi for Minimum Rate of Wages in Scheduled Employments under the Minimum Wages Act, 1948 in the National Capital Territory (NCT) of Delhi.
2. CPF will be 13.61%, Bonus will be 8.33%. All other payments will be as per the law of the Government of NCT Delhi, as per the existing payments made by JPC.
3. The monthly payment must be made at site in presence of the representative of JPC Management.



4. The payment should be strictly made within 5<sup>th</sup> of the month (not depending on the bill of JPC) failing which, JPC will first send notice and on the third such incident, terminate the contract. The Security Deposit in such case will be forfeited.
5. The Contractor will arrange for signatures in PF, ESI & other statutory forms by his employees engaged in Joint Plant Committee, New Delhi, under this contract immediately after assuming the charge. Not abiding by this will lead to the cancellation of the contract and forfeiture of the Security Deposit.
6. 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.
7. 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.
8. The payment to contract labour shall include Minimum Wage, PF, ESI, Bonus, HRA, Retrenchment Benefit, Leave-salary, etc.
9. Minimum wages shall be payable as per rates applicable under the Govt. of NCT of Delhi, as per the minimum rates of wages in Scheduled Employments under the Minimum Wages Act, 1948 in the National Capital Territory of Delhi.
10. Make provision for ECS payment.
11. The contractor shall make regular and full payment of all taxes and furnish necessary proof after such payment.
12. Any complaint regarding non-payment of wages to Contractor's personnel may result in an instant termination of the Contract and the Security deposit will be forfeited.
13. 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).
14. If PF, ESI, etc. are not paid for the Contractor's personnel for the previous month, the bill forwarded to JPC will not be passed.
15. 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.

16. The L1 vendor must submit a copy of cancelled cheque & Pan Card duly self certified.
17. 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 willful 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 Delhi, Office of the Labour Commissioner, pertaining to minimum wages as for employment of construction or maintenance of roads or in building operations in Delhi.
6. **With every month's bill (except the first month's bill) copies of PF & ESI & GST Deposit Challan along with the contract labours' 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 labours deployed at JPC needs to be submitted.**

### **PERIOD OF CONTRACT**

The contract will be for a period of 3 (three) years (36 months) starting from 1<sup>st</sup> March 2019 to 28<sup>th</sup> February 2022. The contract is extendable for a further period of 3 months, if required at the discretion of Joint Plant Committee at the same rates, terms and conditions.

### **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 Govt of NCT, New Delhi / 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-fulfillment 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 LICENSE**

1. Contractor shall obtain Labour License in required form as prescribed under Delhi 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 Delhi 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.

## **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 there under 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.

## **NEGLIGENCE IN PERFORMANCE**

1. If the 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. On 'negligence of performance' three (3) letters of warning will be issued with each instance of negligence, after which, on repetition of the same negligence, will lead to a suo moto cancellation of the contract.

## **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."

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:

Bimla Negi  
Regional Office,  
Joint Plant Committee,  
301-306, Aurobindo Place, Hauz Khas  
New Delhi – 110016. -  
Ph No. 011-2653 6902 Tele fax: 011- 2696 8608

**Annexure – 1 a), b), c) and d)**

1a) gives the details of the post of Attendant required.

1 b) lays down specifically, the requirements for ‘Safaiwala for Housekeeping.’

1 c) enumerates the essential conditions for Surveillance Personnel

1d) mentions the expected criteria of Office Boy, his area of work, etc:-

**Post of - ATTENDANT**

Duty Timings: 24 hours (round the clock)- 3 shifts \* 8 hrs

*Work to be done:-*

1. Attending guests
2. Checking and ensuring that the rooms were in order for use of guests/boarders.
3. Attending to telephone calls and informing office accordingly
4. All caretaker works.
5. Preparing Bills/Issuing money receipts for guests/boarders.
6. Handing over the accounts and cash to Joint Plant Committee Office.
7. Maintenance of plumbing, furniture & fixtures, connections, electric connection/equipments etc. Keeping them in good working conditions (for repairing/maintenance, if any, services shall be attended on as and when required basis).
8. Attendant will ensure strictly that all taps and electricity switches are put off (when not required) so as to avoid misuse of water and electricity.
9. Preparing/ cooking the breakfast & /tea/coffee etc and serve the guests/boarders.
10. The kitchen has to be maintained in neat and orderly manner.
11. Preparing & receiving cash payment against the bill from guests/boarders.
12. Such Jobs as may be assigned from time to time.

*Educational Qualification:* Must be Matriculate

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**Post - Housekeeping (Cleaner/Safaiwala)**

(Duty Timings: 6.00 am to 10.00 p.m. )- 2 shifts \* 8 hrs

**Daily Job**

1. Cleaning all the floors, staircases, toilets, corridors, lounges, other paths and spaces with brooms and mopping them with water and detergent. Floor must be cleaned with mops at least thrice a day.
2. Changing/refilling air freshener blocks, toilet paper rolls and liquid soap as and when required.
3. Cleaning of glass doors, glass panels, wooden doors and knobs, sign board/plaques etc.
4. Cleaning and emptying ashtrays, waste paper basket at least twice a day.
5. Dusting all furniture (wooden, steel and upholstered), walls, doors, windows, blinds, pictures and machines in the premises.
6. Brushing of carpets before and after check-in and check-out of guests
7. Supply of large laundered Turkish towels in the toilets.
8. Spraying air freshener once just before checking-in of guests and as and when required at the toilets and reception areas.
9. Mosquito liquid must be provided in all rooms, Hall etc.,
10. Such jobs as may be assigned from time to time.

**Weekly Job**

1. Effective cleaning of the glasses of doors and windows, curtains and pelmets.
2. Polishing of brass-work, doorknobs, nameplates etc with Brasso.
3. Proper and effective cleaning of light fitting, air-conditioning grills etc.
4. Cleaning of telephones etc. with scented detergents.

## **Monthly Job**

1. Proper and effective washing, mopping and wax polishing the floors by removing the furniture and then re-positioning the same as originally placed.
2. Cleaning of ceiling thoroughly.
3. Effective cleaning of carpets with vacuum cleaner.
4. Cleaning of ceiling fans, wall-mounted fans, exhaust fans, pedestal fans, tube lights and other electric fixtures.

**Category - unskilled worker.**

**Post of: Surveillance Personnel**

Duty Timings: 24 hours (Round the clock)- 3 shifts \*8 hrs

1. The Surveillance Personnel provided by the contractor will ensure the safety of persons, materials etc in the premises.
2. The contractor shall be responsible for all surveillance measures and arrangements to safeguard the Property of the Joint Plant Committee.
3. The Surveillance staff will not allow any unauthorized persons from entering the premises.
4. To ensure that all the windows & doors are properly closed and locked at night.
5. To bring to the notice of the Regional Officer, Joint Plant Committee any suspicious activity noted in Transit House. He has right to check any materials/items when going in/out at the transit house.
6. To report unusual happenings, if any, to Regional Officer, Joint Plant Committee.
7. Such Jobs as may be assigned from time to time.

**Category-skilled worker**

**Post : Office Boy**

Duty Timings: 9.30 am to 5.30 p.m. (Monday to Saturday)

Educational Qualification – Must be a Matriculate

1. Distribution of Dak
2. Dusting of tables, chairs, computers etc.
3. Providing water for Officials/Officer
4. Attending official guests, officers/visitors
5. To dispatch letters through Post Office.
6. On holidays, all work of cleaning etc will be done through his custody
7. Any other work as may be assigned by the office from time to time.

**Checklist of Documents to be enclosed**

**NAME OF THE TENDERER:** \_\_\_\_\_

<b>Envelop No. 1 will contain DD for Rs.1,00,000/- towards EMD and copy of Receipt/D/D for Rs.100/- for cost of tender documents</b>	<b>Yes/No</b>
<b>Envelop No – 2 (Techno Commercial )will contain the following documents:-</b>	
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	Yes/No
<b>Envelope No. 3 (Financial Bid) - should contain the following document :</b>	
<b>Financial Bid</b> 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.

**LETTER OF TRANSMITTAL**

From

(Full address of the Applicant)

To

**Smt Bimla Negi**  
Regional Officer,  
RJPC, New Delhi,  
Joint Plant Committee,  
301-306, Aurobindo Place, Hauz Khas  
New Delhi – 110016.

**Sub : Submission of Tender application for Housekeeping ,Maintenance & Surveillance of Transit House and office premises of JPC, Regional Office, New Delhi**

Dear Sir,

In response to your Tender Enquiry Letter No. dated ..... inviting offers for Housekeeping, Maintenance and Surveillance of Transit House and office premises of Regional Office, JPC, New Delhi, 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 Housekeeping, Maintenance & Surveillance of JPC's Transit House (114-K Hauz Khas, New Delhi) and Office premises of JPC, Regional Office, New Delhi 301-306, Aurobindo Place, Hauz Khas, New Delhi – 110016. -Ph No. 011-2653 6902 Tele fax: 011- 2696 8608 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 .....Bank.....branch of Rs..... (Rupees .....lakh 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 : \_\_\_\_\_

**PROFILE OF THE  
TENDERER**

1.	Name of the Tenderer	:	
2.	Full address along with telephone no.	:	
3.	Ownership details	:	
4.	Status of the company (Limited, PSU, SSIC 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	:	
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)	:	
F.	Account No.	:	
G.	IFS Code (Please indicate zero in words)	:	
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	.	
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.)
2015-16		
2016-17		
2017-18		

18. Current / Major Client List:

Sl.No.	Name of the Client	Services provided as per scope of work

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**

<b>Sr. No.</b>	<b>Product</b>	<b>Make</b>
1.	White fluid/deodorant	Phenyl
2.	Liquid Hand Wash	Lifebouy/Dettol
3.	Toilet cleaner	Harpic
4.	Furniture cleaner/ (wood, glass, rexin)	Colin, etc
5.	White Duster – 1 Dz	
6.	Floor cleaner	Lizol, Phenyl
7.	Thick Duster and Napkin	
8.	Broom stick -	
9.	Napthalene balls – 1 Kg	
10.	Cleaning pads – 6 Pcs.	
10.	Cleaning Powder - 2 Kgs	Surf/Tide
11.	Floor Wash Soap – 5 ltrs	
12.	Room Freshener – 4 Pcs. (400 ml. each)	Godrej
13.	Fragrance cubes– 1 Dz (Big Size)	Odonil
15.	Brasso	

**Cost of all the above mentioned products should be included in the quoted rates in Annexure 6**

**FINANCIAL BID**  
(To be enclosed in a Separate Envelope)

<b>Consolidated Monthly Rate exclusive of GST</b>	
In figures (Rs.)	In words

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.

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