

**TENDER NOTICE OF
JOINT PLANT COMMITTEE
REGIONAL OFFICE, MUMBAI**

FOR

**HOUSEKEEPING AND CATERING SERVICES AT JPC
TRANSIT HOUSE AT BANDRA (W), MUMBAI & OFFICE
SERVICE FOR JPC OFFICE AT NARIMAN POINT,
MUMBAI**

INVITATION TO TENDER (ITT)

Sub: Tender Notice No. JPC/RO/MUM/2017-18/262 dated 28.11.2017 for Inviting Rates/Quotation for Housekeeping, Catering & Maintenance of JPC Transit House, Bandra (W), Mumbai and Office service for JPC office at Nariman Point, Mumbai

1.	ITEM DESCRIPTION	:	Housekeeping, Catering & Maintenance of JPC Transit House, Bandra (W), Mumbai and office service for JPC office at Nariman Point, Mumbai
2.	DATE OF PUBLICATION OF THE ADVERTISEMENT	:	29.11.2017
3.	PRE – BID MEETING : Date & Venue	:	Venue : JPC, Regional Office, 91/91A Mittal Chambers, 228 Nariman Point, Mumbai – 400 021; Date : 07.12.2017 Time: 3 p.m.
4.	LAST DATE OF SUBMISSION OF THE TENDER	:	11.12.2017 till 3:30 p.m.
5.	PLACE OF SUBMISSION OF QUOTATION	:	JPC, Regional Office, 91/91A Mittal Chambers, 228 Nariman Point, Mumbai – 400 021
6.	DUE DATE, TIME AND VENUE OF OPENING OF OFFERS PART- I & II – EMD & TECHNICAL BID PART - III – COMMERCIAL BID	:	Date: 16.12.2017 Time: 12 noon Venue: Joint Plant Committee, HQs, 52/1A Ballygunge Circular Road, Kolkata – 700 019 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 10.30 AM to 3.30 PM on any working day from Joint Plant Committee, from 29.11.2017 to 06.12.2017 Or Download from www.jpcindiansteel.nic.in /Cost of this paper is Rs. 200/- (Rupees Two Hundred Only) JPC, Regional Office, Mittal Chambers, 228 Nariman Point, Mumbai – 400 021. 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 Mumbai.
9.	PERIOD OF CONTRACT	:	THREE YEARS from the effective date of contract i.e. 1 st January, 2018 to 31 st December, 2020 - extendable for a period of another 3 (three) months at the option of JPC on same terms & conditions.

SCOPE OF GENERAL WORK (Details in Annexure I)

1.	Timely and regular Housekeeping and Catering services at Flat Nos. 53 and 61 at Somerset Apartments, Bandra (W), Mumbai and providing office service for JPC office at Nariman Point, Mumbai.
2.	The contractor shall be liable to maintain the referred transit house and office premises of JPC, Mumbai 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.	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 2 p.m.
5.	Upkeep and Maintenance of floors, doors and windows, glass panes, mirrors, cleaning of carpets, curtains, bedsheets, pillowcases, bedcovers, blankets, towels, washrooms/toilets and kitchens, partition wall (half / full) in Sections / Chambers of the Executives and office furniture together with refilling jugs with water are to be done thoroughly and regularly throughout the contract period.
6.	If any kind of washing cleaning etc. is required at any point of time, during office hours, the work has to be done immediately.
7.	Attending guests at Transit House, preparing bills, etc.,
8.	Preparing meals and offering all canteen facilities to the boarders at the Transit House.

GEOGRAPHICAL PURVIEW OF WORK

Flat Nos. 53 and 61 of Somerset Apartments, Bandra (W), Mumbai – 400 050 and Office of Joint Plant Committee at Nariman Point, Mumbai – 400 021.

TYPES OF WORKERS TO BE INVOLVED/TIMING

1.	Flat Nos. 61 (Transit House) : 3 Unskilled Labourers:(One per shift – round the clock); and 1 in rotation as reliever and for general shift Flat 53 (transit House) 3 Unskilled Labourers : (One per shift – round the clock);
2.	Office premises at Nariman Point : 1 Office Boy

SUBMISSION OF TENDER

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

Envelope I : “EARNEST MONEY DEPOSIT (EMD) FOR HOUSEKEEPING AND CATERING SERVICES AT JPC TRANSIT HOUSE, MUMBAI & OFFICE SERVICE FOR JPC OFFICE AT NARIMAN POINT, MUMBAI.

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. 15,000/- (Rupees fifteen thousand only), payable at Mumbai. 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.

Envelope II: “TECHNICAL BID FOR HOUSEKEEPING AND CATERING SERVICES AT JPC TRANSIT HOUSE, MUMBAI & OFFICE SERVICE FOR JPC OFFICE AT NARIMAN POINT, MUMBAI.

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

The documents as stated below to be submitted for Bidders Eligibility Criteria.

- Check List of documents to be enclosed (Annexure II)
- Letter of Transmittal (Annexure III)
- Profile of the Tenderer (Annexure - IV).
- 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.
- 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 and document certified by Chartered Accountant in support of Annual turnover of the bidder in the last three financial years.
- Annual income of the bidder must not be less than 25 lakhs.
- Proof of nature of firm.
- The Tender Report signed on all pages and stamped to show that you have accepted the terms and conditions mentioned in it.

Envelope III: “COMMERCIAL BID FOR HOUSEKEEPING AND CATERING SERVICES AT JPC TRANSIT HOUSE, MUMBAI & OFFICE SERVICE FOR JPC OFFICE AT NARIMAN POINT, MUMBAI.

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 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 Upkeep & Maintenance of Housekeeping and Catering Services at JPC Transit House, Mumbai and office service for JPC office at Nariman Point, Mumbai.

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.

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 Mumbai 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.

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 16th December, 2017 at 12 noon. The Bidders may be present at the time of opening of the bid.

- There would be a pre-bid meeting on 7th December 2017 at 3 p.m. at JPC, Regional Office, 91/91A, Mittal Chambers, 228 Nariman Point, Mumbai – 400 021 to appraise all vendors about the various clauses of the tender document.
- There is an Estimate Committee comprising of JPC officials who are thoroughly competent in technical, financial and administrative areas. This Committee will prepare an estimate for this work and there is a (+) / (-) 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. The amount of performance Guarantee will be decided by the Joint Plant Committee.
- 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 working days from the date of issuance of the letter.
- Once the Security Deposit is received from the vendor, the Work Order will be issued.
- 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.

SECURITY DEPOSIT

1. The successful vendor will be required to deposit a total amount of 5% of the total job 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.
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 Maharashtra for Minimum Rate of Wages on Employment of Canteen & Clubs category in the state of Maharashtra as per notifications issued by Govt. of Maharashtra, office of the Labour Commissioner from time to time”.
2. HRA will be 5%, CPF-13.61%, Bonus will be 8.33%. All other payments will be as per the law of the Government of Maharashtra, 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 certainly made within 5th of the month (not depending on the bill of JPC) failing which, JPC will first send notice and on the third such incident call off 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, Mumbai 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.
 - (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 Maharashtra 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 all taxes and furnish necessary proof after such payment.
 - (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. are 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.

8. 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 labourers, 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 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 to 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 Maharashtra, Office of the Labour Commissioner, pertaining to minimum wages as for employment of Canteen & Clubs category in the State of Maharashtra.

- 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 3 (three) years, extendable by a period of 3 months at the option of JPC at the same 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 Government of India, Maharashtra 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 Maharashtra 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 Maharashtra 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 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 of Maharashtra. 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. All payments must be made by the 5th of the month. In case of delay beyond this date, JPC will give a notice. If such a delay is reiterated thrice, the contract will be cancelled and the Security Deposit will be forfeited.

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, DEFAULT, RISK PURCHASE TERMINATION OF CONTRACT CLAUSE

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 Dept., the dispute is to be settled by permanent machinery of Arbitration set up in the Dept. 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, In-charge 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:

Smt. Veena S. Toraskar
Regional Officer (Regional Office, Mumbai)
Joint Plant Committee
91/91A Mittal Chambers, 228 Nariman Point
Mumbai – 400 021
Tel: 022 22023796/ 0216

Thanking you.

Yours faithfully,

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

ANNEXURE- I

SCOPE OF WORK

The scope of work to be carried out both at the office premises at Nariman Point, Mumbai and at the two flats at the JPC Transit House at Bandra (W) Mumbai are given below:

Work at JPC Office at Nariman Point, Mumbai:

Requirement: 1 Office Boy who will look after the following work :-

Housekeeper-cum-Office Boy should attend the office as per the working hours and working days of the Regional Office, Mumbai and carry out the jobs as may be assigned by the Officer. The primary job is to deliver Dak and to run errand as assigned by the Office. The scope of the work would be cleaning of tables, computers etc., providing water to officer, officials, attending to official guests, officers, visitors, Dispatch letters through post office and any other work as may be assigned by the office from time to time.

1. Assisting in administrative work
2. Operating fax, Xerox, etc.
3. Deliver of helpdesk or reception messages to concerned staff
4. Clean and maintain assigned areas
5. Dusting and cleaning of tables/chairs/computers/printers/telephone/instruments/trays etc.
6. Filling up water jug and water bottle of all the cubicles including cabins
7. Preparing and serving tea/coffee to the office staff and visitors.
8. Accomplish the cleaning task of the meeting room before the guests arrive and after they leave
9. Make sure that rooms, clocks are clean, faucets should be sparkling, washroom dry and the environment free of unpleasant odour.
10. Keeps track of all inventories, suppliers & equipment
11. Cleaning of Pantry
12. Clearing the food tray from the table after meals.
13. Attend to official Guests, officers/Visitors
14. Report on site properly groomed
15. Any other work as may be assigned by the office from time to time.

Age of the Candidate & Qualification : The Candidate should be below 45 years and should be H.S.C./S.S.C pass. Not more than one person is to be engaged for the said job.

TRANSIT HOUSE MAINTENANCE

Work in this area will comprise of Housekeeping, Caretaking and Kitchen Service

Required number of Personnel: 7 Unskilled labourers, of them,1 in rotation as reliever and for general shift

The manpower provided by the contractor should cook, serve and maintain the premises to keep the Transit House always clean. In the opinion of the Committee, not more than seven attendants are required to be deployed by the contractor for the listed areas of work for 24 hours.

The Transit House should be manned round-the-clock and the minimum manpower required would be as follows:

- a. Care Taker / Guest House Attendant / Cook : 7 (One per shift – round the clock)
For Transit House & Officer's Flat separately.

1. HOUSEKEEPING CLEANING OF ROOMS:

- a. Sweeping of floors with broom followed by wet-mopping or using scrubber with disinfectant.
- b. Cleaning of toilets followed by wiping with a dry duster.
- c. Dusting of furniture and furnishings (including venetian-blinds).
- d. Bed linen including bedsheet, pillow cover of each bed and towels will be ordinarily changed every 3rd day and immediately in case of change of occupant. However, in special cases, on instructions from concerned JPC officer, the linen may be required to be changed as instructed. Bed Linens/Towels of premium quality of reputed brands (like Bombay Dyeing/Raymonds) will be supplied by the Service provider. The cost of Washing/cleaning / ironing of the above items will be borne by the service provider. The Service Provider will have to mandatorily maintain minimum 3 sets of linen per bed (1 set in use, 1 set in stock and 1 in laundry). For this purpose, 1 set of linen will construe 2 Bed Sheets, 2 pillow covers, 1 bed cover and 1 bath towel (additional 1 hand towel in VIP rooms). Besides, one blanket per bed will also need to be provided. Cost of replacement of Mattresses, Pillows, Curtains if any, during currency of the contract will also have to be borne by the Service Provider. Decision of Competent Authority of JPC on the replacement will be binding on the Service Provider.
- e. Laundering of curtains once in every 2 months. Charges will be borne by the service provider.
- f. Making up the rooms before the arrival of new guest spraying fragrance to impart freshness, placing deodorant and bathing soap in toilet, providing fresh drinking water.
- g. Cleaning of all common area including sweeping with broom followed by wet mopping / scrubbing.

Sweeping of Premises, Etc.

Collection of garbage/wastes from rooms, building premises, kitchen and their disposal to a Designated place.

- Cleaning of kitchen, dining hall, attached toilets, etc., at least twice a day. Cleaning includes sweeping of floors with room followed by wet mopping / scrubbing, dusting of furniture, wall tiles, doors and windows etc.
- The contractor shall be responsible for total repairing of the plumbing items, furniture & fixtures or any other things required for running the Transit House. In case of any major repairing, the contractor shall bring the same to the notice of Jr. Manager, Regional Office, Mumbai for necessary action.
- Cleaning will be done with the following recommended chemicals at the frequency indicated below:

Surface	Frequency	Recommended Chemical / Products
Marble/mosaic/granite/tiles/cement	Daily	Lizol, Domex or brands of similar repute
Glass panes (both from outside and inside)	Daily	Colin, Easy off Bang, Mr. Muscle or brands of similar repute
Wooden surface	Daily	Wiping with soft cloth and dry cloth
Toilets	Daily	Harpic, Domex, Sanifresh or brands of similar repute
Electrical fittings (Tubes, bulbs switches)	Daily	Gentle wiping with soft cloth
Iron Grills	Daily	Colin, or brands of similar repute
Fans	Daily	Colin, or brands of similar repute
Aquaguard	Daily	Colin, or brands of similar repute
Kitchen utensils	Daily	Vim Bar, Pril, Nirma Bar or brands of similar repute

- Disposal of water/waste paper will be done on daily basis in terms of Municipal laws. The Service provider will ensure that scrap and waste material are disposed of as per norms.

- The Service provider shall provide one ABC type (6 kg) fire extinguisher for Flat 53 and 2 Kg for Flat 61 of reputed brand/make with ISI certification to be installed in the Transit House premise.
- Anti-termite, pest control and mosquito control treatment once in a month in the Transit House is to be done by the Contractor.

2. CARETAKING

- 2.1 The Service provider shall take day-to-day booking instruction from JPC, attend to the needs of visiting official at Transit House and any other jobs included in the tender documents and provide the services as instructed by Authorized Representatives of JPC.
- 2.2 The Service Provider will have to maintain the Transit House Occupancy /Room Allotment Register.
- 2.3 The service provider will directly collect the room charges (decided by JPC) from the occupants and maintain a register in this regard indicating the details and deposit the cash on Monthly basis after issuing the money receipt.
- 2.4 The guests on check-in should be provided with clean and pressed Towels and Soap (50gram of Medimix / Lux / Hamam quality) to be supplied by the service provider.
- 2.5 Room freshener spray of good quality is to be sprayed in all rooms and sit-out every day.
- 2.6 The Service provider will have to arrange for wake-up calls as may be required by the occupants.
- 2.7 The workmen of the Service provider shall help the guests in taking baggage to the rooms and removing it from their rooms while checking out.
- 2.8 When an occupant of the room desires to check out, the Service provider will have to do a **discrete** room inventory to ensure that no items are missing and in case any item is missing, he has to report to the authorized representative of JPC, immediately.
- 2.9 The Service provider shall ensure that the keys are collected back when an occupant leaves the room.
- 2.10 The Service provider shall ensure that toilet papers, Odonil packets, Naphthalene balls, candle and matchbox are available in every room at all times at his own cost.
- 2.11 The Service provider shall provide mosquito repellent machines with mosquito mat or liquid repellent at his own expenses in all the rooms of transit houses daily.
- 2.12 The Service provider shall ensure availability of two daily English newspapers, one daily Bengali newspaper and a weekly English news-magazines in the Guest House / Transit House and make the necessary payments thereof.
- 2.13 The Service provider shall arrange to spread brown papers in the cupboards, drawers of the writing table and the bedside table at his own cost.

- 2.14 The Service provider shall ensure that there is a good ventilation by keeping the doors and windows of the rooms open every day for 30-60 minutes (whether the room is occupied or not) to prevent accumulation of bad odour and suffocation.
- 2.15 The Service provider shall arrange for Cable TV / DTH Connection for all installed Television Sets in the Guest House / Transit House at his own cost (Sports package). The cost of Set-top boxes will be borne by the Service Provider.
- 2.16 The Service provider shall ensure safety of the belongings of the inmates in the Guest Houses / Transit Houses. However, in case of any untoward incidents like theft or loss of any belongings / cash that takes place from the occupant's room due to negligence on the part of the workers employed by the Service provider, the Service provider would be liable for compensating the loss.
- 2.17 The Service provider shall be responsible for the safety & security of all the items of furniture and fixtures, equipments etc., handed over to him at the time of commencement of the contract. The Service provider shall have to hand over all the items provided to him, as indicated elsewhere, to JPC at the time of termination of the contract.
- 2.18 The Service provider shall keep a Complaint Book to record complaints/suggestions on services rendered by the Service provider and such complaints shall be taken note of and acted upon immediately, wherever required.
- 2.19 The Service provider will be responsible for payment of bills received from various Agencies for Electricity, Cable TV, telephone. The Electricity bills, telephone bills along with proof of payment will be submitted to JPC for reimbursement. The rental for Cable TV / DTH will be borne by the Service Provider. No penalty levied by authorities for delay in payment will be reimbursable unless it is proven to the satisfaction of JPC that such demand itself by an authority was received later than the date of payment mentioned in the demand notice.
- 2.20 The Service provider will maintain a First Aid Box with basic medicines and ointments as Transit House premise. He will ensure that the items in the First Aid Box are within their expiry dates.

3. *CATERING / KITCHEN SERVICE*

- 3.1 All the occupants of the transit house are very special to JPC. Hence, they have to be served delicious, hygienic and healthy food on payment basis according to the menu. Food and Beverage may be consisted of Tea / Coffee, Breakfast, Lunch, snacks & Dinner or any of the above. A prior approval has to be taken from JPC for the item wise rate list.
- 3.2 The service provider shall arrange for cooking & services of food on daily basis for any number of boarders.
- 3.3 Fuel / Gas for cooking purpose shall be purchased by the contractor at his own cost.

- 3.4 All the utensils, crockery & cutlery items required for cooking and serving shall be provided by the contractor in new condition and of standard quality.
- 3.5 Leftover food of one meal shall not be served at the next meal.
- 3.6 The Service provider will ensure that there is no complaint from guests regarding quality of food.
- 3.7 The ingredients used for cooking should be branded i.e. ISI marked, Agmark. The expiry date of the products used should be checked before usage. Similarly, the rice, dal etc., should be of good quality and insect free. All food grains should be kept inside air tight buckets. Similarly fruits and vegetables should be of good quality and fresh.
- 3.8 If expired products and unbranded ingredients are found in the kitchen or store during inspection, the contract is liable to be terminated.
- 3.9 Scrupulous care shall be taken to use only fresh meat, chicken and fish.
- 3.10 Saunf, nut powder, misri, lavang, elachi and toothpicks - of good quality to be supplied after breakfast, Lunch and Dinner.
- 3.11 Extra special items on any special occasion are also to be supplied at short notices.
- 3.12 Authorized officers of JPC has the right to inspect such articles of food & provisions and also can order discontinuation of usage of such articles of food & provisions which are found to be sub-standard.
- 3.13 The Service provider shall ensure that the dining hall, kitchen, stores, service area shall be kept neat orderly and free from mal-odor at all times. The crockery, cutlery, furniture & utensils used in the preparation and service of food shall always be clean and hygienic.
- 3.14 The Service provider shall be solely & wholly responsible for the procurement of all articles of raw material, food products, etc. at his own expense.
- 3.15 The Service provider shall be responsible for regular maintenance and upkeep of utensils and equipments provided to him by JPC.
- 3.16 The dustbins kept at the area behind the kitchen should be cleared on day-to-day basis and the area should always be kept clean, dry and hygienic. The Service provider shall make his own arrangements to ensure that the leftover food and garbage is taken out of the premises and dumped at a place designated by the municipality at the end of each day.

3.17 Surprise checks will be made at intervals and in case of any deficiency / use of sub-standard material, a penalty of Rs. 1,000/- will be imposed in the first instance. In the event of any further repetition, the amount will be double the penalty paid in the previous instance.

Facilities to be provided by JPC.

JPC will provide only Cots, Mattresses, Almirahs (if required), Furniture & Fixtures and Electronic equipments.

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.200/- 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.

LETTER OF TRANSMITTAL

(ANNEXURE III)

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 Housekeeping, Catering & Maintenance of JPC Transit House, Bandra (W), Mumbai and Office service for JPC office at Nariman Point, Mumbai

Dear Sir,

In response to your Tender Enquiry Letter No. dated.....inviting offers for Housekeeping, Catering & Maintenance of JPC Transit House, Bandra (W), Mumbai and Office service for JPC office at Nariman Point, Mumbai, 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 fulfil your, Schedule of Services, General Terms & Conditions of the contract for Housekeeping, Catering & Maintenance of JPC Transit House, Bandra (W), Mumbai and Office service for JPC office at Nariman Point, Mumbai 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 onBank of Rs. (Rupees Thousand 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 with out 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 fulfilment 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**

Annexure IV

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 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.)
2014-15		
2015-16		
2016-17		

18. Current / Major Client List:

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

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:

Annexure V

FINANCIAL BID

(To be enclosed in a Separate Envelope)

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. In case of difference in figures and words, the lower of the two will be considered for evaluation.
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 the Government of Maharashtra.

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