



ज्वाइन्ट प्लान्ट कमिटी

(भारत सरकार द्वारा गठित)

JOINT PLANT COMMITTEE

(Constituted by Govt. of India)

An ISO 9001 : 2008 Certified Organisation

INVITING SEALED QUOTATIONS FOR

HIRING WASH BOY

AT

JOINT PLANT COMMITTEE

409/B, 1st FLOOR,

SAHEED NAGAR.,

BHUBANESWAR - 751007



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

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

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

INVITATION TO TENDER (ITT)

Sub : Inviting Sealed Quotations for Procuring Service of Wash Boy

Dear Sir / Madam,

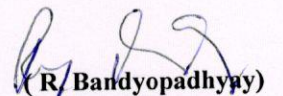
The Joint Plant Committee encloses herewith the Tender Document for the following purchase:-

1.	Job Description	: Service of Wash Boy (Canteen) in Joint Plant Committee, 409/B, 1st Floor, Saheed Nagar., Bhubaneswar- 751007 for running errands for office including preparing and serving food
2.	Sale of Tender Document	From 11.00 AM to 1.00 PM & from 2.30 PM to 3.30 PM on any working day from 8 th March, 2016 to 16 th March 2016 from Joint Plant Committee, 409/B, 1st Floor, Saheed Nagar., Bhubaneswar- 751007 or Download from the website of Joint Plant Committee: www.jpcindiansteel.nic.in . If downloaded, a separate DD of ₹ 100/- towards cost of the Tender Report is to be submitted along with the Earnest Money Deposit (EMD) of Rs 5000/- in a separate envelope, Envelope I
2.	Pre-Bid Meeting	Date: 14th March, 2016, at 3 p.m. Venue: Joint Plant Committee, 409/B, 1st Floor, Saheed Nagar., Bhubaneswar- 751007
3.	Last Date of Submission of Quotation	: 17 th March, 2016 March, 2016 till 2:30 p.m.
	Place of Submission of Quotation	Joint Plant Committee, 409/B, 1st Floor, Saheed Nagar., Bhubaneswar- 751007
4.	Due Date & Time for Opening of Offers - Part I & II- EMD and Technical Bid	19 th March, 2016 at 2:30 p.m. at 52/1A Ballygunge Circular Road, Kolkata – 700 019
5.	Due Date & Time for Opening of Offers - Part – III, Commercial/Financial bid	21 st March, 2016 , at 2 p.m. at 52/1A Ballygunge Circular Road, Kolkata – 700 019
6..	Earnest Money Deposit (EMD)	: ₹ 5,000/- (Rupees Five Thousand only) in the form of Demand Draft drawn on any Nationalised Bank only in favour of 'Joint Plant Committee' payable at Kolkata.
7.	Cost of Tender Paper	: ₹ 100/- (Rupees One Hundred only) to be paid in cash on purchase of the Tender Report and if downloaded a Demand Draft of the same amount may be forwarded along with the EMD. The Demand Draft drawn on any Nationalised Bank only in favour of 'Joint Plant Committee' payable at Kolkata.

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

Thanking you,

Yours faithfully,


(R. Bandyopadhyay)

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

Encl : As above

TENDER NOTICE

1. Scope of the Work

The candidate should be able to prepare tea, cook (if required), serve food in hygienic manner and run about on errand jobs.

2. Submission of Tender

The Tender shall consist of the following:

Envelope I - Earnest Money Deposit (EMD) & D/D of Rs.100/-

The Earnest Money Deposit (EMD) must be included in a separate sealed envelope superscribing "Earnest Money Deposit (EMD) for Inviting Sealed Quotations for Procuring Service of Wash Boy" and must be addressed to **Shri R. Bandyopadhyay, Sr. Manager I/c DB&AS & I/c (HR&A), JPC**. This should be in the form of a demand draft drawn on any Nationalised Bank only and in favour of 'Joint Plant Committee', payable at Kolkata for a value of ₹5,000/- (**Rupees five thousand only**). The Earnest Money will not earn any interest. If the Tenderer, after submitting tender refuses to honor his offer or modifies the terms and conditions thereof in a manner not acceptable to Joint Plant Committee, the Earnest Money shall be liable to be forfeited. DD/Pay order on cooperative banks will not be accepted and in case of such, the bid shall be rejected. Earnest Money Deposit will be returned to the unsuccessful Tenderers within 15 days of opening of bids. Should an Invitation to tender be withdrawn or cancelled by Joint Plant Committee, which it shall have the right to do at any time, the Earnest Money will be returned to the Tenderer. Along with the EMD also enclose in the same envelope, the D/D of Rs.100 towards the purchase of the Tender Notice online. If purchased in cash, the receipt of Rs. 100/- may please be enclosed in the same envelope along with the EMD. **Non submission of EMD and D/D of Rs.100/- towards purchase of Tender Notice, in a separate envelope as already mentioned will lead to the cancellation of the whole tender. The 2nd envelope of the Technical bid in this case will not be opened at all.**

Envelope II - Technical Bid

- The Technical Bid for hiring one number of Wash Boy must contain the following in one sealed envelope super-scribing "for Inviting Sealed Quotations for Procuring Service of Wash Boy" and must be addressed to **Shri R. Bandyopadhyay, Sr. Manager I/c DB&AS & I/c (HR&A), JPC**. **The technical bid must include the following:-**
 - Valid Registration Certificate & License from the Labour Commissioner.
 - EPF Code No. & ESI code No.
 - PAN / TAN

Signature with date :
Name :
Designation :
Name of the Firm :
Seal :



- Service Tax Registration Certificate
- Certificate / Proof showing that the Service Tax has been paid upto March, 2015.
- Documents indicating date of establishment of firm, Name of the Head (s) of the firm and their contact details viz. Fax, E-mail ID etc..
- The list of firms / organizations whom the Company has offered personnel as Wash Boy/ Attendant has to be provided during the last one year.
- Company's Audited balance sheet for the last three years.
- The Tender Notice, signed and stamped excepting Commercial Bid (**Annexure B**) which would be included in Envelope III containing the Commercial Bid.
- **Tender Offer/ Quotation (Annexure A)** should be filled up and included along with the Tender Notice.
- The successful vendor will have to submit the Contract Agreement (**Annexure C**) in non-judicial bond paper of Rs.100/- value within a month of being awarded the Work Order.

Envelope III - Commercial Bid

The Commercial Bid must contain the following in one sealed envelope:-

The sealed envelope for **Commercial Bid** super-scribing "**Commercial Bid for inviting Rates/Quotations for Hiring one number of Wash Boy (Canteen)**". This envelope should contain the rates as indicated at **Annexure B**. No format other than this would be accepted.

The rates offered should be firm and final and should be inclusive of all taxes as applicable, except service tax. Service Tax, EPF, Employers Contribution Fund, Employers Contribution on ESIC should be indicated separately. Each item of the Total rates quoted viz minimum Wages, EDL / EPF / ESI / ESIC Administration or Departmental Charges / Inspection Charges/Service Charges should be as far as possible mentioned clearly with percentage (wherever applicable for such taxes / charges). However JPC shall consider only the total amount for the purpose of acceptance of tender & tender will be awarded to the vendor who emerges the L - 1 vendor (lowest rate).

3. For the Bidder

- a) The bidder must have valid EPF code No. / ESI code No. / Service Tax code / PAN / TAN No. The agency so engaged will entirely be responsible to deposit EPF & ESI (both employer & employee share), Service Tax etc. with the respective departments in respect of the Wash Boy(Canteen) employed by them during every month. A copy of the receipt on this account shall be submitted to the JPC with the bill of succeeding month. JPC will not be responsible for any liability on this account whatsoever.

Signature with date :
Name :
Designation :
Name of the Firm :
Seal :



- b) The bidder must have a valid license from the licensing authority enacted by the local administration with its updated renewal with documentary proof. Any obligations and/or formalities which are required to be fulfilled under the relevant act as amended from time to time or any other Act for the purpose of entering into and/or execution of the contract so as to be awarded shall be carried out by the bidder at his own expenses, and the tenderer shall report the compliance thereof to JPC. The bidder shall solely be responsible for violation of any provision of the said Act or any other Act.

4. Points to be considered while preparing the Tender Document

- All the above three separate envelopes shall be enclosed in one large envelope, which shall be addressed to the Sr. Manager I/c DB&AS & I/C (HR&A), JPC super-scribing the Tender No. and date on the top left side of the cover.
- All the pages of the tender document must be self attested and stamped as a token of acceptance of the terms & conditions of the tender and for having understood it. This should also be included in the Technical Bid.
- The tender, incomplete in any respect, may be treated as cancelled.
- The Tenderer may remain present at the time of opening of the Technical Bids.
- After evaluation, the successful parties will be informed about the date of opening of Commercial Bids. The tenderers, who will qualify in the Technical Bids, may remain present at the time of opening of the Commercial Bids.
- Commercial Bids of the unsuccessful vendors (technically disqualified) will not be opened and will be returned to the respective companies.
- Evaluation of bids shall be done based on the information furnished by the bidder. The conformity of the bids to the technical specifications and commercial terms and conditions shall be examined. Responsiveness of the bid shall be determined based on the technical and financial capability of the bidder to execute the contract.
- JPC will examine the bids to determine the correctness of the information furnished by the bidder in its bid. In case any information is found to be incorrect/false, the bid shall be considered as non-responsive.
- JPC may contact and verify bidder's information, references and data submitted in the bid without further reference to bidders.
- JPC reserves the right to use and interpret the bids as it may, in its discretion, consider appropriate, when selecting bidders for granting of the Letter of Intent/ Award of Contract.
- In case the L - 1 price of techno-commercially qualified tenderer is less than the lower limit of the estimated price and if the rate is found unworkable the tenderer may be asked to justify the rates quoted and will have to give Performance Guarantee Bond in the form of Bank Draft/ Bank Guarantee.

Signature with date :
Name :
Designation :
Name of the Firm :
Seal :



- If the tenderer quoting the lowest amount fails to furnish the Performance Guarantee, the whole Earnest Money Deposit shall be forfeited without any reference to the successful tenderer and would be blacklisted for a period as may be decided by JPC.
- The Service Provider should not quote the rates less than the Minimum wages as per latest order issued by Labour and E. S. I. Department, Govt. of Odisha (The Odisha Gazettes Notification) and if the rates quoted in the Tender will be found less than the Minimum Wages, the Tender will be treated as disqualified.
- **The bid will be awarded on the basis of minimum wages and other taxes per month applicable as per the Government of Odisha to be paid for one shift of One Wash Boy (Canteen) as quoted in Annexure B of the Tender by the Bidder.**
- It is the responsibility of the bidders to see that their tenders reach the above address within due date and time. The fact of having posted an offer in time will not bind JPC for considering the tender, in case such an offer is delayed in post or misdirected due to incomplete or address or any other reason. In such cases the tenderer will be disqualified.
- JPC shall not be responsible for any postal delay or non-receipt of tender by due date and time due to any reason whatsoever may be.
- If the due date of receipt / opening of Tenders falls on Holidays the tenders shall be received/opened on the next working day at the same time as specified above. An authorised representative of the Bidder / Firm may remain present during the opening of the tenders at JPC HQ.
- **The rates quoted should be on per man - month basis.** The rates offered should be valid for acceptance up to 120 days from the date of opening of the tender. Any offer falling short of the validity period is liable for rejection.
- The rates offered should be firm and final and should be inclusive of all taxes as applicable, except service tax. Service Tax, EPF, Employers Contribution Fund, Employers Contribution on ESIC should be indicated separately. Each item of the Total rates quoted viz minimum Wages, EDL / EPF / ESI / ESIC Administration or Departmental Charges/Inspection Charges/Service Charges should be as far as possible mentioned clearly with percentage (wherever applicable for such taxes / charges). However, JPC shall consider only the total amount for the purpose of acceptance of tender & tender will be awarded to the vendor who emerges the L - 1 vendor (lowest rate).
- **JPC reserves the right to reject any or all tenders without assigning any reason and does not bind himself to accept the lowest tender.**

Signature with date :
Name :
Designation :
Name of the Firm :
Seal :



5. Award of Work

- a) The basis of evaluation of tender will be the L-1 rate only and the L-1 rate will be calculated/determined on only the total amount for the purpose of acceptance of tender & tender will be awarded to the vendor who emerges the L - 1 vendor (lowest rate).
- b) In case of a tie in the L1 rates, the final award will be made based on the maximum discount offered by such bidders on the spot in presence of the JPC Officials.
- c) After receiving the Letter of Intent/Work Order, if any party refuses to comply, the EMD will be forfeited & the Company will not be allowed to participate in future tender process of JPC till such time as decided by the Competent Authority of JPC.
- d) Necessary TDS will be deducted from the bill as per the IT Act.
- e) The successful tenderer will furnish the list of his contract Wash Boy (Canteen) to be deployed in JPC.
- f) The tenderer shall ensure that the contract Wash Boy (Canteen) so deployed should be smartly dressed in the prescribed uniform for which no extra payment whatsoever shall be made by JPC.
- g) The successful bidder will have to make a Security Deposit which will be to the tune of 5% of job value minus the EMD amount already deposited.
- h) The successful bidder will have to fill up and sign the Contract Agreement (**Annexure C**) on a non-judicial court stamp of Rs.100/- value.
- i) If JPC suffers any loss or damages on account of negligence, default or theft on the part of Wash Boy (Canteen) provided by the agency during the validity of the contract, the tenderer shall be liable to reimburse / make good the loss, so suffered by JPC. The tenderer shall keep JPC fully indemnified against any such loss or damage, which become known even after the expiry of this contract. The above mentioned losses shall also be deemed to include loss due to any award, decree of any court / arbitrator judicial or quasi-judicial authority.
- j) Authorized officer shall be at liberty to send any contract Wash Boy (Canteen) back after intimating the tenderer if such person is not in proper uniform / is lacking decent behavior by his deeds/not fit to perform his duty i.e. suffering from any contagious / infectious disease.
- k) The tenderer shall not sublet, transfer or assign the contract or any part thereof to any other party.

Signature with date :
Name :
Designation :
Name of the Firm :
Seal :



- l) If the services provided by the tenderer are not found as per the prescribed standards wholly or partly and in case of breach of any contractual obligations, JPC reserves the right to get the services from other sources at the risk and cost of the tenderer.
- m) On the expiry of the contract, the personnel deployed by the contractual agency shall be relieved automatically. However, the contractual agency will clear their accounts by paying them all their dues as required under the law in force. In case of any dispute on account of the termination of employment or non-payment of dues of the personnel by the tenderer, it shall be the entire responsibility of the tenderer to pay and settle the same. The tenderer shall comply with all the orders/awards passed by the competent authority / court in respect of the personnel engaged by it.
- n) The contract may be terminated by the Joint Plant Committee on any of the following contingencies :
- A notice may be served at any time in case the services rendered by the tenderer are not found satisfactory and in conformity with the general norms and the standard prescribed for the services.
 - For committing breach of any of the terms and conditions of the contract by the tenderer.
 - On assigning the contract or any part thereof or any benefit or interest therein or there under by the tenderer to any third person or subletting the whole or a part of the contract to any third person.
 - On tenderer being declared insolvent by the competent court of Law.
 - During the notice period for termination of contract, in the situations contemplated above, the tenderer shall keep on discharging his duties as before till the expiry of the notice period. It shall be the duty of the tenderer to remove all the persons deployed by him on termination of the contract on any ground whatsoever and to ensure that no person creates any disruption / hindrance / problem of any nature to the Joint Plant Committee.
 - After expiry of the contract, the security deposit and the earnest money will be refund to the contractor on receipt of the following documents.
 1. "No Objection Certificate" stating the no dues is receivable from JPC on a/c of the instant contract.
 2. "No Objection Certificate" from all employees deputed by the contractor for the instant contract stating that all dues including statutory dues have been paid to their account by the contractor.
 - **Completeness of Tender offer:** The bidder is expected to examine all instructions like use of proper forms, terms and conditions in the Tender Documents. Failure to furnish all information required by the tender documents may result in rejection of tender offer. Tender should be neatly filled in and the person signing the tender should, duly authenticate any errors or corrections in the tender.
 - It is clearly stated that the Contract Wash Boy (Canteen) deployed by the tenderer shall be the employee of the agency for all intents and purpose. JPC shall have no relationship of employer and employee or master and servant with the contract staff so deployed by the agency except that they have to carry-out the orders of the authorized/ controlling officers of JPC.

Signature with date :
Name :
Designation :
Name of the Firm :
Seal :



- JPC shall not be liable for any action, direct or indirect to any claim, damages, compensation that might become payable to the employees of the tenderer under the orders of any lawful authority in the event of an accident resulting in the possible injury or death of any employee of the tenderer while performing their duties within/outside the premises or damage of any other kind. The tenderer shall always keep JPC fully indemnified against any such claim.

6. Scope of Work

Wash Boy (Canteen): The candidate should be able to prepare tea, cook (if required), serve food in hygienic manner and run about on errand jobs.

Number of Personnel No. of Wash Boy (Canteen) required - 01 (One) shift per day.

Period of Contract – 24 (Twenty Four) months from 1st April, 2016.

Note: The above noted number of Wash Boy (Canteen) and the period of time may vary as per JPC's requirement.

- a) **Eligibility and Qualification Criteria for the Personnel Offered on Services.** The individual so engaged, should possess the following criteria :
- i) Candidate should be able to speak & understand Oriya / Hindi / English.
 - ii) Should possess good health.
 - iii) **Timing:** The Wash Boy has to work during normal office hours and in all office working days.

iv) *Good Conduct of the Personnel*

- The agency should provide the service of Wash Boy (Canteen) and will furnish a Certificate that none of them were discharged from the service on ground of criminal charges, theft and unreliability.
- The service provider shall ensure that the behaviour of the Wash Boy (Canteen) deployed by them is decent. The service provider shall be fully responsible for misconduct and indecent behavior by the personnel so deployed. Such personnel, whose conduct is not good, shall have to be immediately replaced.
- The service provider shall furnish an affidavit duly notarised that none of their Wash Boys deputed to work under this contract will later ask for employment from Joint Plant Committee. If the services provided by the contractor are not found satisfactory, the contract can be terminated by JPC after giving a month's notice to the contractor.

v) *Leave etc. of Wash Boy (Canteen)*

The agency shall deploy the full strength of personnel all the time and shall maintain a list of the reserve to provide the replacement and supplement the strength to ensure round the clock to perform the Wash Boy's duty.

Signature with date :
Name :
Designation :
Name of the Firm :
Seal :



7. Payment Terms

- i) Payment to the Service provider for the manpower deployed will be made on monthly basis by the office after deduction of Tax at the rates in force.
- ii) Payment to the personnel deployed, should be made in the presence of representative of JPC and a copy of acquaintance showing the payment to each person should be furnished to our office.
- iii) **In no case, any payment shall be made by our office directly to the personnel so hired.** For broken periods of employment, the payment will be made on pro rata basis. The Contractor shall not press a claim for any pecuniary compensation in case the payment for any particular month is delayed as a result of Administrative & Financial reasons.
- iv) **JPC shall consider only the consolidated rate quoted by the bidders without going into the itemwise details of the total consolidated rates. Thus the firm/bidders shall themselves be responsible to ensure compliance with the Minimum Wages Act/Rules and statutory provisions of the Labour Act. The rates should be firm & final. No request for increase in rates due to any reason (except increase in minimum wages and wage related components thereof) whatsoever shall be entertained by JPC during the period of Contract. The rate should be written both in words and figures.**

8. Resolution of disputes

- i) Any dispute shall be first sorted out by the HoDs of HR&A and F&A. If the dispute persists and remains unresolved, it will be entertained by the Executive Secretary, JPC or his representative, whose decision shall be binding on both the parties.
- ii) This tender is meant only to finalise the rates for procuring the service Wash Boy (Canteen) in JPC office located at Bhubaneswar. The successful tenderer will have to enter into further Agreement with JPC on the Terms & Conditions listed in this Tender Document.
- iii) If any Contractor fails to provide the services of Wash Boy (canteen) at the accepted rates on the scheduled date & time, the contract awarded shall be cancelled & security shall be forfeited.

9. Compliance with Labour Regulations

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there-under, regulations, notifications and bye-laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of provisions of any Act of rules made there-under, regulations or notifications including amendments. If JPC is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non observance of the provisions stipulated in the notification/bye-laws/Acts /Rules/Regulations including amendments, if any, on the part of the Contractor, JPC shall have the right to deduct any money due to the Contractor including his amount or performance security. The JPC shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by it.

Signature with date :
Name :
Designation :
Name of the Firm :
Seal :



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

- Nominee of JPC – Independent of officer handling the contract.
- Nominee of the Vendor.

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

11. Arbitration

Matters in question, claims, dispute and or difference in respect of the contract to be submitted to arbitration as aforesaid shall be referred for decision to a Sole Arbitrator to be appointed by JPC. Appointing the Sole Arbitrator, JPC shall nominate three names out of which the Tenderer shall give his consent for one of them for appointment as Sole Arbitrator, failing which after 30 days of the issuance of the letter informing three names JPC shall have the power to appoint one of the three notified persons as the Sole Arbitrator. The Sole Arbitrator appointed as stated above, shall from the time of his appointment and throughout the arbitration proceedings, without any delay, disclose to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartiality provided that the mere fact that such Sole Arbitrator is an employee of JPC shall not be regarded as such circumstances. The arbitrator shall decide the questions, claims, disputes or differences submitted to him by the parties in accordance with the substantives law for the time being in force in India. The arbitrator shall hear the cases independently and impartially and shall not represent the interest of any party. Any arbitrator having personal interest in the case at the time of his appointment and at any time subsequently thereafter must withdraw from his office himself and the parties shall also have the right to ask him to do so. The venue of the arbitration shall be Kolkata. Procedure for conduct of the arbitration proceeding shall be decided by the arbitrator, in consultation with the parties before proceeding with reference. The arbitrator may hold preparatory meeting(s) for this purpose. In the preparatory meeting(s) as aforesaid, the arbitrator/s as the case may be in consultation with the parties shall also determine the manner of taking evidence, the summoning of expert evidence, and all such matters as are necessary for the expeditious disposal of the arbitration proceedings. The provision of the Arbitration and Conciliation Act, 1996 and the rules framed there under, if any and all modifications / amendments thereto shall deem to apply and / or be incorporated in this contract and when such modifications / amendments to the Act / Rules are carried out. Services under the contract shall be continued by the Tenderer under the contract, during the arbitration proceedings and recourse to arbitration shall not be a bar to continuance for the work or supply unless otherwise directed in writing by JPC.

Signature with date :
Name :
Designation :
Name of the Firm :
Seal :



12. Force Majeure

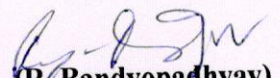
In the event either or both the parties to the contract is/are prevented from discharging its / their obligation(s) under the contract by reason of one or more of the events such as arrest(s), restraint(s), by government of people, blockade(s), revolution(s), insurrection(s), mobilization(s), strike(s), lockouts(s), civil commotion(s), riot(s), accident(s), act(s) of God or other natural calamities or on account of any other act(s) beyond the control of the parties, the time of the delivery shall be extended by the period equal to the period of delay/constraints occasioned by one or more of the aforesaid Force Majeure conditions. On the occurrence of any of the above Force Majeure conditions, the party concerned shall notify the other party in writing of such occurrence(s) within 10 days of Force Majeure stating therein (i) the date of occurrence(s) of Force Majeure disability, (ii) the nature of such Force Majeure disability, along with a chamber of commerce of the concerned state certifying the fact of the Force Majeure condition during the period. In the event of the Tenderer invoking the Force Majeure condition(s), JPC shall have the option to cancel the contract for the reason of any or all of the Force Majeure conditions notified by the Tenderer without being liable to pay any compensation whatsoever to the Tenderer.

- 13. Sub-contracts:** The Tenderer shall not assign or sub-contract in whole or in part the contract in any manner except with the prior approval of JPC.
- 14. Amendments:** No variation in or modification of the terms of the contract shall be made except by written amendment signed by JPC.
- 15. Compliance with all Laws:** The selected Tenderer shall be responsible and shall ensure compliance norms with all laws applicable. This will include inter-alia, rules, regulations, by-laws and orders of the appropriate authorities and statutory bodies and may be enforced from time to time during the currency of the contract.
- 16. Exception to Tenders:** JPC, in its sole discretion, unconditionally and without having to assign any reason, reserves to itself the right to accept or reject the lowest bid or any other tender or all the tenders. JPC also reserves the right to accept any tender in full or in part. For any clarification on Scope of Work, please contact:

Shri R. K. Padhy, Manager, (Data Bank & Analytical Studies, JPC, Tel No: 033 2461 4062 (D)/ 2461 4055/ 56/58

Thanking You.

Yours faithfully,


(R. Bandyopadhyay)

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

Signature with date :
Name :
Designation :
Name of the Firm :
Seal :

TENDER OFFER / QUOTATION

To
I/C - (HR & A)
Joint Plant Committee
52/1A, Ballygunge Circular Road
Kolkata – 700 019.

Dear Sir,

After having examined the tender documents including all Annexure, we offer to supply **Wash Boy (Canteen)** in accordance with the said tender document.

We undertake, if our tender offer is accepted, to commence the services with effect from _____.

If our tender offer is accepted we will submit an interest-free Security Deposit for a sum of 5% of yearly estimate of the service contract Value minus the EMD for the performance as per the Contract.

We hereby agree to abide by this Tender offer for 120 days and the same shall remain binding upon us and may be accepted at any time before the expiry of that period.

We are aware that you are not bound to accept the lowest or any offer you may receive.

Dated this _____ day of _____ 2016

Signature: _____

(_____)

Duly authorized to sign the tender offer for and on behalf of

Signature with date :
Name :
Designation :
Name of the Firm :
Seal :



COMMERCIAL BID FORM

(To be enclosed with the Tender)

Unit Prices / Rates (to remain valid for a period of 2 years from the date of signing of the contract.)

Description of services with required manpower	Break details of the Rate (Minimum Wages, Special Allowance, PF, Bonus, HRA, ESIC, Adm. / Service Charges etc.) for One	Required shifts	Total
Wash Boy (Canteen)	1. Minimum Wage	1 (One) Shift	
	2. Special Allowance		
	3. Bonus		
	4. EPF		
	5. ESI		
	6. HRA (if any)		
	7. Other Allowance (if any)		
	8.		
	8. Admn. / Service Charge		
	10. Total		TOTAL
Note : Service Charge is mandatory			
Grand Total			

Rate for 1 (One) No. of Wash Boy (Canteen)

Grand TOTAL In figure Rs. _____ / (In words) Rupees _____

(Service tax, will be in addition, as per prevailing rate.)

Signature of the Contractor _____

Postal Address with contact No. :

Place:

Date:

Note : 1. The mode of evaluation will be based on the basis of L - 1 rate.

2. Minimum Wages and other taxes as applicable by the Government of Odisha.

3. EPF, Bonus and ESI is mandatory.

Signature with date :
Name :
Designation :
Name of the Firm :
Seal :



Contract Agreement

(Agreement to be executed on a Non-judicial Court Stamp of Rs. 100 /- value)

AGGREMENT MADE on this _____ day of _____ Two thousand sixteen between _____ (herein after called "the Service Provider or Contractor") on one part and Joint Plant Committee (hereinafter referred to as the "JPC") on the other part.

WHEREAS the Service Provider has tendered to JPC for providing **Wash Boy (Canteen)** as per the instruction given at the prices or rates mentioned in the Bid Form and whereas such tender has been accepted and the contractor has deposited with JPC the sum of Rs. _____ (Rupees _____ only) as Security Deposit for the fulfillment of this Agreement.

Now it is hereby agreed between the two parties as follows:

1. The contractor has accepted the contract on the terms and conditions listed in the Tender Document of the Tender Notice No. _____ which will hold good during the period of this agreement.
2. Upon breach by the contractor of any of the conditions mentioned anywhere in the Tender Document, JPC may issue a notice in writing, and put an end to this agreement without prejudice to the right to claim damages for antecedent breaches thereof on the part of the Service Provider and also to reasonable compensation for the loss caused by the failure of the contractor to fulfill the agreement as certified in writing by JPC whose certificate shall be the conclusive evidence of the amount of such compensation payable by the contractor to JPC.
3. The Service Provider has deposited with JPC a performance Security Deposit of Rs _____ as security for compliance and performance in accordance with the Contract. Upon the completion of the contract, the Performance Security Deposit shall after the expiry of _____ months from the date of signing this agreement will be returned to the Service Provider, without interest, and after deducting any sum due by the Service Provider to JPC under the terms and conditions of this agreement.
4. This agreement shall remain in force until 3 months after the expiry of the contract period.
5. Notwithstanding anything contained herein the tender and acceptance forms contained, the Joint Plant Committee shall not be bound to take the whole or any part of the estimated manpower mentioned herein and may cancel the contract at any time upon giving one month's notice in writing without compensating the Service Provider in anyway whatsoever.
6. In consideration of the payments to be made by the Joint Plant Committee to the Service Provider as mentioned in the Tender Document, the Service Provider hereby agree to provide to JPC the **Wash Boy (Canteen)** and to remedy shortcomings/deficiencies therein, if any, in conformity with the terms and Conditions of the Contract.
7. In witness thereof the service provider _____ has set his hereto and or his authorized representative has on behalf of JPC affixed his signature and seal thereto on the day and the year noted above.

Contractor :
Witness : _____
Place : Bhubaneswar

JPC :
Witness : _____

Signature with date :
Name :
Designation :
Name of the Firm :
Seal :

