

### **NOTICE INVITING TENDER**

Sealed Tender are invited from the experienced service providers for the work as detailed hereunder:-

A.	Tender Notice No. & Date	<b>JPC/HR&amp;A/10(1)/16-17/1810 dated 22.02.2017</b>
B.	Name of Work	<b>TENDER FOR HOSPITALITY &amp; FACILITY MANAGEMENT SERVICES FOR JPC TRANSIT HOUSE AT KOLKATA</b>
C.	Period for contract:	3 years.
D.	Cost of Tender Document	Rs.200/- (Non-refundable/Non-transferable)
E.	Earnest Money	Rs.15,000/- (Fifteen Thousand only) through Demand Draft/Pay Order
F.	Security Deposit	5% of total contract value in form of Bank Guarantee
G.	Sale of tender	From 24 <sup>th</sup> February, 2017 to 4 <sup>th</sup> March, 2017 from 11 AM to 1 PM & 2.30 PM to 3.30 PM
H.	Pre-bid Discussion	<b>28.02.2017</b> at 3.00 PM at Joint Plant Committee, First floor
I.	Last date of submission of tender	<b>07.03.2017 till 2.30 PM</b>
K.	Date of opening of Technical Bid	<b>07.03.2017 at 3.30 PM</b>
L.	Commercial Bid/Price Bid	Technically qualified vendors will be informed about the date of opening the Financial Bid.

**( Ranjan Bandyopadhyay )**  
**I / c - (HR&A)**

## **INSTRUCTIONS TO TENDERERS**

1. **Sale/Downloading of Tender Documents:** Tender documents can be obtained from this office on payment of requisite cost of tender documents by cash between 11 am to 1.00 p.m. and from 2:30 p.m. to 3:30 p.m. on all working days till the last date mentioned above. Alternatively, the tender documents may also be downloaded from our web site [www.jpcindiansteel.nic.in](http://www.jpcindiansteel.nic.in). In case of down loaded tender the cost of tender document Rs 200/- shall be separately drawn on a DD / PO in favour of Joint Plant Committee payable at Kolkata issued by such Banks mentioned elsewhere in this tender.

2. **Job Description: Hospitality & Facility Management Services** for Transit House of Joint Plant Committee at Kolkata currently located at the following addresses:

Nature of facility	Address
Transit House	Sukrit Apartment , Flat-4B, 4C & 4E, 20 Ballygunge Circular Road, Kolkata-19

3. **Eligibility of Tenderers :**

Tenderers who fulfill the following conditions would be considered for the job :

a) The tenderer must be a registered Company / Proprietorship / Partnership firm authorized to carry out the business as mentioned in the tender. In case the Tenderer is a Company, Memorandum and Articles of Association of the Company along with the Certificate of Incorporation from the Registrar of Companies is to be submitted. In case of a Partnership firm, an authenticated copy of the Partner-ship Deed together with certificate of Registration issued by the Registrar of Firms (if the firm is registered) is to be submitted. In case the Tenderer is a Proprietary concern, name of the Proprietor and proof of proprietorship is to be submitted. The tenderer should have its own offices in Kolkata and requisite evidence for the same should be furnished.

b) Having valid Trade License / authorisation under Companies Act from appropriate authority to carry out such business in the above premises.

c) The tenderer must have carried out similar contracts in Guest house / Executive hostel of PSU / / MNC or a 3-star Hotel having a capacity of at least 15 rooms of the following values in the last seven years ending 30<sup>th</sup> January, 2017 as follows:

At least 3 (three) completed jobs with value not less than **₹8 Lakhs** each **Or**

2 (two) completed jobs with value not less than **₹10 Lakhs** each **Or**

1 (one) completed job of value not less than **₹16 lakhs**

Copies of work order and completion certificate in prescribed proforma from the client must be enclosed as documentary evidence.

Minimum average annual turn-over **₹6.7 lakhs** in last 03 (three) proceeding audited financial years ending 31<sup>st</sup> March 2016. In support of same, documentary proof, in the form of audited Balance sheet/ Profit & Loss account must be submitted along with the offer

a) Tenderer must have regular establishment with at least 20 employees on their pay roll and provide similar services to customers through their regular employees only, by rotation.

b) Tenderer must possess an independent EPF, ESI, Contract Labour License, Sales / Service Tax registration in their Firm's name on the date of submission of bid. Copies of the same, indicating the registration number should be submitted along with the copies of latest challan.

#### 4. Submission of Tender

A. The tender shall be submitted in two separate envelopes put inside a single bigger envelope (superscribed **TENDER FOR HOSPITALITY & FACILITY MANAGEMENT SERVICES FOR JPC TRANSIT HOUSE AT KOLKATA**) as under;

**Envelope-1** (superscribed as "**TECHNO-COMMERCIAL BID**") shall contain the following.

**"EMD and** cash receipt of purchase of tender/ **Cost of Tender Document in** Bank Draft as indicated at para 6.

- Letter of transmittal (Annexure I)
- Check List of documents to be enclosed (Annexure II)
- Profile of the Tenderer (Annexure - III)
- Certification of Previous Experience
- Copies of work orders and completion certificate substantiating experience
- Copy of Service Tax Regn. Certificate and Contract Labour License
- Copy of PAN Card
- Copy of PF registration
- Copy of ESIC registration
- Copy of Trade License
- Copies of Balance Sheets / P&L Account for last 3 years
- Proof of nature of firm

Above documents and any other documents asked for in the Eligibility Criteria (as at Para 3 above) / supporting the claim should be submitted in the Techno-Commercial Bid.

**It may be noted that in no way the price should be indicated in this Part of the bid.**

**Envelope-2** (superscribed as "**PRICE BID**") shall contain only the Price Bid in the prescribed Price Bid format given at Annexure -IV. Tenderers should quote price after taking all aspects into consideration. Price quoted should be firm and all inclusive for carrying out activities as detailed in the scope of work.

Price Bid shall be inclusive of all levies, taxes, statutory payments etc. from and of Central or State Government or Local Bodies whatsoever and excluding Service Tax. Payment of Service Tax will be regulated as per extant law of the land.

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

B. Tenderer's name, address and phone no. should be mentioned on the bottom left side of each envelope. This tender can be dropped in the tender box, latest by **2.30 PM** on **07.03.2017**. It is also instructed that the interested vendors who wish to participate in the tender, remain present for the pre bid discussion.

C. Tenders received by any other means or received after the time and date mentioned above will not be considered for evaluation.

D. The tender should be signed on each page. Overwriting should be avoided. All pages of the document shall be numbered and submitted as a package with signed letter of transmittal.

E. If an individual submits tender, it shall be signed by the proprietor above his full name and current address. If a proprietary firm submits tender, it shall be signed by the proprietor above his full name and the full name of his firm with its current address. If the tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above their full names and current address or alternatively by a partner holding power of attorney which shall accompany the application. A certified copy of the partnership deed and current address of all the partners of the firm shall also accompany the application. If a limited company or a corporation submits tender, a duly authorized person holding power of attorney for signing the application shall sign it. In such a case a certified copy of the power of attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the tender is filed.

F. The format for letter of transmittal is at Annexure-I. All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns. If any particular question / information are not applicable in the case of the tenderer, it should be stated as "not applicable". However, the tenderers are cautioned that not giving complete information called for in the application forms or deliberately suppressing the information may result in the tenderer being summarily disqualified.

G. The tenderer must confirm unconditional validity of the bids for at least ninety days from the date of opening of the Price Bid.

H. A senior Officer of the client should attest references, information and certificates from the respective clients certifying suitability, know-how and capability of the tenderer.

I. The tenderer is advised to attach any additional information, which he thinks is necessary to establish that the tenderer is capable in all respects to successfully complete the envisaged work. No further information will be entertained after the tender document is submitted, unless JPC calls for it.

J. Documents submitted in connection with this tender will be treated as confidential and will not be returned.

## **5. Opening of the Tender:**

Only the Technical Bids of the Tenders received up to **2.30 PM on 07.03.2017 will be opened on the same day at 3.30 PM at J P C , Kolkata** in the presence of the tenderers or their representatives, who may wish to be present at the time of opening of tenders. **Tenders received without Demand Drafts towards cost of the tender document and Earnest Money Deposit &/or not in the manner prescribed shall be rejected.**

Price Bid of only those tenderers shall be opened on a date to be announced later, which on scrutiny, are found technically suitable, in the presence of tenderers or their authorized representatives who may wish to be present.

## **6. Earnest Money & Cost of Tender Documents**

Earnest money and Cost of Tender Document in the form of Demand Draft of Rs.15000/- (Rupees Fifteen Thousand only) and Rs. 200/- (Rupees two hundred Only) respectively, unless already paid towards purchase of tender document drawn on any Scheduled Commercial Bank except Cooperative and Grameen Banks, in favour of Joint Plant Committee payable at Kolkata shall form part of the bid. The cost of tender document is non-refundable. In the case of unsuccessful bidders, EMD shall be refunded within 30 days of finalization of order against the tender. The successful bidder's EMD will be adjusted with submission of the Security Deposit. No interest shall be payable on the EMD. Tender not accompanied with the Earnest Money & cost of tender documents will be summarily rejected.

## **7. Security Deposit**

The successful Tenderer will be required to deposit a total amount of 5% of the total contract value as Security Deposit in form of Bank Guarantee within 7 days of award of Letter of Intent. The bank Guarantee will be kept valid for the entire duration of the contract and six months after the expiry of the contract. 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. However, 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. No interest will be payable on Security Deposit. 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.

## **8. Key Contacts:**

For any clarification regarding the Tender Documents, the following officer of JPC may be contacted: Shri Abhishek Banerjee, Asst Manager(HR&A) at 033-24614055, ext-273.

## **9. Evaluation Criteria:**

### *(A) Technical & Commercial criteria:*

- (i) The bidder should fulfill the eligibility criteria spelt out in the Tender.
- (ii) The bid should be complete and covering the entire scope of job and should conform to all the Technical and Commercial conditions indicated in the Tender Document. Incomplete and non-conforming bids will be rejected.
- (iii) Offers of the following kinds may be rejected :
  - a. Offers which do not confirm unconditional validity of the Bids for ninety days from the date of opening of the Price Bid.
  - b. Offers without the prescribed documents.
  - c. Offers which are conditional or do not conform to price bid format.

JPC may carry out the inspection of the premises where the parties have indicated similar experience of carrying out jobs. Unsatisfactory performance of the job carried out by the agencies in such premises will lead to disqualification in the Technical Bid. Organisations' decision in this matter will be final.

### *(B) Price Evaluation Criteria:*

Bids shall be evaluated on the basis of all inclusive price as indicated in Price Bid format of the Tender. Among the Techno-commercially acceptable offers, the Bidder with the lowest Price quote shall be considered for award of the contract.

## **10. Other terms & conditions:**

A) The tenderer is advised to visit and examine the Transit House and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender documents. The cost of visiting the site shall be at tenderer's own expense. The Tenderer may, by prior appointment, inspect the Transit House between 10:00AM to 5:00PM on any working day with prior intimation to and as per advice of Asst. Manager (HR&A), 9830491420.

B) By submitting a quotation, the Tenderer shall be deemed to have fully familiarized himself / themselves with the layout of the Transit House as well as requisite data including those indicated in the tender document and shall be deemed to have fully satisfied himself / itself of his / its capabilities to undertake and perform the job under the contract to the satisfaction of the company.

D) The bids must be kept valid for a period of ninety days from the date of opening of Price Bid and any modification, variation, clarification made thereto by the Tenderer during the above period shall be construed as withdrawal of the tender, in which case JPC shall forfeit the EMD without any reference to the Tenderer.

E) Deliverables: Deliverables will be as per the Schedule of Services detailed in the tender document.

F) There is a departmental estimate for this work and the department has (+) (-) range for deviation in the estimated price for acceptance of the total evaluated price of the tenders as worked out in the comparative statement. In case the L<sub>1</sub> 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/ Bank Guarantee. The amount of Performance Guarantee Bond will be the difference between lower limit of the estimated price and the accepted quoted price.

G) The successful Tenderer will execute a formal Agreement on non-judicial stamp paper 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.

H) JPC reserves the right to accept or reject any or all tenders in any manner without assigning any reason whatsoever.

I) Amendment of tender document: At any time prior to the last date of receipt of bids, JPC may for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the Tender document by an amendment

J) JPC may at its own discretion extend the last date for the receipt of bids.

K) The bids shall be written in English language and any information printed in other language shall be accompanied by an English translation. In any case, for the purpose of interpretation of the bid, the English version shall prevail.

L) Prospective applicants may seek clarification regarding the scope of work and/ or the requirements for bidding, in writing, within a reasonable time. Any clarification given by JPC will be forwarded to all those who have obtained the tender document. No request for clarification will be considered after receiving the tenders.

M) Canvassing in any form is strictly prohibited and the tenders submitted by the Tenderers, who resort to canvassing, will be liable to rejection

N) If the Tenderer has a relative employed in any capacity with JPC, he will inform the authority calling for tenders, of such fact while submitting his tender, failing which his tender may be rescinded, and if the fact subsequently comes to light, the tender / contract may be cancelled and he shall be liable to make good to JPC any loss or damage resulting from such cancellation.

## **GENERAL TERMS AND CONDITIONS**

### **1. Definitions:**

The following words and expressions as used in this document shall have the meaning assigned to them except when the context otherwise requires.

A. The "Committee" shall mean Joint Plant Committee (hereinafter referred as "JPC") having its office at 52/1A, Ballygunge Circular Road, Kolkata - 700 019.

B. "Service Provider" shall mean the Transit House Hospitality & Facility Management Services provider who has been awarded the contract and has entered into a formal agreement as described.

C. "Transit House" shall mean the premises mentioned below:

Transit House	Sukrit Apartment , Flat-4B, 4C & 4E 20 Ballygunge Circular Road, Kolkata-19
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### **2. Contract:**

A. The Tender, Invitation to Tender, Instruction to Tenderers, General Terms & Conditions, Schedule of Services and amount quoted in price bid against the tender together with the Letter of Intent awarding the work and the Work Order will form part and parcel of the Contract.

B. Contract will be signed by the successful Tenderer (hereinafter called 'Service provider') or his duly authorised representative and by a competent person on behalf of JPC within fifteen days of issue of Letter of Intent and acceptance thereof.

### **3. Period of Contract:**

The Contract shall be valid for a period of three years from the date, mentioned in the LOI/Work Order. JPC reserves the right to terminate the Contract awarded at any time during the currency of the Contract without assigning any reasons by giving one month's notice in advance in writing. The Service provider shall be required to give three month's advance notice in writing for termination of the contract, failing which the security deposit shall stand forfeited. In case of unsatisfactory performance and/or breach of any of the conditions of the contract, the contract will be terminated without any notice.

### **4. Scope of Work:**

The Service provider will provide Hospitality & Facility Management Services indicated in Schedule of Services. All jobs/duties and any other items specifically not mentioned but which are usual and are a functional requirement shall be deemed to be included in the tender, and for such work no extra claim shall be entertained. The price schedules shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing the work. The opinion of JPC as to the items of work, which are necessary and reasonable for completion of work shall be final and binding on the Service provider although the same may not be shown on or described specifically in contract documents. In case the successful Tenderer fails to perform the job as per requirements of the contract and/or to complete the job without satisfactory reasons, the Security Deposit shall be forfeited. Material and other equipment as required are to be supplied by the Service provider at their own expense, except where specifically mentioned herein as being supplied by JPC. However, in case of any major repair, the same shall be brought to the notice of JPC immediately and JPC shall upon inspection do the needful or instruct accordingly. It may be noted that all regular maintenance jobs of appliances, items, etc are the responsibility of the contractor.

**5. Workmen of the Service Provider:**

A. The Contractor shall employ **4 (Four)** number of workers to ensure that the work is done to the satisfaction of JPC and their working (duty) hours must be 8 hours a day. No workman shall be engaged for more than one shift per day & weekly OFF is to be given.

B. The service provider will ensure that personnel deployed for rendering service are neatly attired in proper uniforms with identity cards.

C. The service provider shall be held responsible for conduct, behaviour and safety of workmen engaged by him. The workmen so engaged by the Contractor, shall be under his employment and disciplinary jurisdiction and will follow the below mentioned:

D. Discipline:

i. Smoking and drinking by employees of the Service provider within the entire area of the Transit House is prohibited. Violators of this rule shall be replaced immediately.

ii. All the workmen engaged for the job and while on duty shall be wearing clean uniform along with name tab/identity card

iii. No slackness or indifferent attitude while on duty shall be acceptable, especially while dealing with the guests.

iv. No tips in any form shall be accepted /entertained.

E. The Service provider will be required to pay their workmen deployed in JPC premises at least the minimum wages applicable and ensure fulfillment of all other statutory obligations including such rules and notifications as are applicable.

F. The workmen engaged by the Service provider shall have no claim whatsoever on JPC on account of wages, statutory payments, uniform etc. and shall not raise any industrial dispute either directly or indirectly with or against JPC in respect of their service conditions as long as they are engaged at JPC's premise for execution of the Contract.

**6. Compliance of Statutory requirements / Labour Laws:**

A. The Service provider shall ensure that the statutory requirements as per the Enactments are complied with for his staff during the tenure of the Contract. He shall ensure compliance of all the provisions of various Labor Enactments viz. The Minimum Wages Act 1948, The Payment of Wages Act 1936, The Workmen's Compensation Act 1923 (Employees' Compensation Act, 1923), The Employees Provident Fund & Miscellaneous Provisions Act 1952, ESI Act, 1948, ID Act, 1947, Payment of Bonus Act, 1965, CL (R&A) Act, 1970, and any other Labour Enactments as may be applicable from time to time.

B. No worker below the age of 18 (eighteen) years shall be employed at the work.

C. The Service provider shall not pay wages less than the prevailing minimum wages in respect of as boarding houses employing not more than 20 persons as notified by the appropriate government (presently state government) for appropriate levels i.e. Semi-skilled etc. that is provided under the law to workmen engaged by him on the work.

D. The Service provider shall disburse wages to its workers within the 7<sup>th</sup> (seventh) of the succeeding month in presence of the authorized representative of JPC. Proof of such remittance shall be submitted accordingly.

E. The Service provider shall be liable for the payment of Employees Provident Fund, EDLI, Administration Charges etc., ESI, annual leave with wages and other applicable components and Annual Bonus (subject to the applicable ceiling as per Payment of Bonus Act), retrenchment benefit as per applicable act, HRA @ 5% of the Min Wages, as per prevailing rates or as per rates, if revised during the period of contract.



F. The Service provider shall be responsible for providing leave with wages/compensatory holidays as per the relevant Act applicable

G. The Service provider shall at his own expense comply with all labour laws and keep JPC indemnified in respect thereof.

H. The Service provider shall be registered with appropriate authorities for license as per Contract Labour (R&A) Act 1970.

I. The Service provider shall be solely responsible as regards salary/wages and service conditions and terms extended by the contractor to these workmen and shall in this connection maintain requisite records and comply with all laws/enactment. The Service provider shall ensure good employee relations with its staff and settle all grievances of its employees.

#### 8. **Insurance, Safety & Damages:**

A. The Service provider shall carry and maintain all insurance which he may be required under any law or regulation from time to time.

B. 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 indemnified JPC against all such damage and compensation whatsoever in relation thereto.

C. Safety regulations: Personnel deployed by the Service provider will be appropriately trained on the use of fire extinguishers for electrical and other fire. They will abide by extant rules on fire prevention and ensure appropriate maintenance of ACs/ heaters etc. and bring to the notice of JPC any malfunctioning equipment including electrical switches etc.

D. 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 Transit House 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.

#### 9. **Payment to Service Provider**

The Successful Tenderer shall raise the bills once in a month and submit the same by 05<sup>th</sup> of every month to JPC along with latest copies of PF deposit and challan cum receipt, ESI deposit and challan cum receipt duly certified submission of proof of having made the PF & ESI remittances. As proof of remittance of dues to PF & ESI authorities, the Service provider will submit copies of PF & ESI challans along with a certified list of its employees deployed at JPC's premise for whom the dues have been deposited.

**Payment due to the Service provider shall be made in favour of the holder of the PAN card declared** by the Service provider by Electronically Crediting the Bank Account or by crossed account Payee Cheque to be dispatched to the notified office of the Service provider or be handed over to the authorized representative of the Service provider. **Therefore, it is the duty of the Service provider to make sure that the bank account declared by them in the tender is in the same name as that of the PAN card holder.**

In general, payment of final bill shall be made to the Service provider within 15 (fifteen) days of the submission of bill after completion of all the obligations under the contract.

Income Tax as per Rules shall be deducted from the bill. All statutory deductions such as TDS, etc. wherever applicable, but not limited to this list indicated, shall be deducted from the bills payable to the Service provider at the applicable rates from time to time.

The Service provider shall be responsible for payment of statutory Tax, as decided by the Appropriate Authority from time to time and submit the proof thereof to JPC.

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 Govt of West Bengal, Office of the Labour Commissioner, 6 Church Lane, 4<sup>th</sup> Floor, Kolkata-01 pertaining to minimum wages for boarding houses employing not more than 20 persons in state of West Bengal.**

Payments of final bill and security deposit shall be released only if it is accompanied by the proof of following:

- Having paid due wages to all his workmen engaged on the job for the entire period of contract
- Having deposited the contributions of PF and ESI with the concerned authorities for the whole period of contract.
- Having handed over the complete establishment including all materials and equipments of the Transit House to authorized representative of JPC, in good condition.

#### **10. Award of Contract:**

JPC will notify the successful Tenderer in writing about acceptance of its bid. The notification of Award will constitute the formation of the contract.

#### **11. Risk Purchase:**

If the Service Provider fails or does not commence any work in the manner described in the contract document or if at any time in the opinion of the officer in-charge transit house,

- a) Fails to carry out the works in conformity with the contract documents, or
- b) Fails to carry out the works in accordance with the schedule of services, or
- c) Suspends the work without authority from JPC, or
- d) Fails to supply sufficient/suitable materials or things, or
- e) Commits or suffers, or permits any other breach or observes or persists in any of the above mentioned breaches of the contract, after notice in writing to the contractor by JPC requiring such breach to be remedied, or
- f) If the contractor abandons the works,

JPC shall be entitled at its option to cancel the contract either fully or partially at the risk and cost of the Service provider.

In the event of the JPC terminating the contract as per above, the services may be arranged by JPC on such terms and in such manner as deemed appropriate and the Service provider shall be liable to JPC for any excess costs for such services.

JPC reserves the right to forfeit the Security Deposit as well as impose such monetary penalty as it may feel reasonable besides taking action to blacklist the Service provider in case the Service provider fails to deliver as per the scope of work.

## **12. Force Majeure:**

A. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed herein shall mean acts of God, water, revolt, riot, fire, flood and act and due to regulations of the Government of India or any of its authorized agencies.

B. Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 7 (seven) days of the alleged beginning and ending thereof of giving full particulars and satisfactory proof.

C. Time for performance or relative obligation suspended by the force Majeure shall be extended by the period for which cause lasts or condoned by JPC without any penalty.

D. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, JPC shall have the option of cancelling the contract in whole or part thereof at its own discretion. Any charges due to situation of force majeure shall not be payable by JPC under any circumstances. For the period of force majeure, no amount shall be payable to the Service provider.

**13. Banning of Business Dealings:** JPC reserves the right to remove from the list of approved service provider / or to ban business dealings if the Service Provider is found to have committed misconduct as also to suspend business dealings pending investigations. Further, in case the Service Provider, his partner, member, servant, labour, agent, representative and / or any person working for and on behalf of the contractor is found involved in any unauthorized, or wrongful removal of material / property owned by JPC, or in attempt for such removal, this shall amount to breach of contract as well as misconduct caused by the Service Provider and company shall be entitled to forfeit the entire security deposit and any other amounts, money or material that may be lying with JPC at the risk and cost of the Service Provider in addition to banning of the business dealings as mentioned above.

## **14. Arbitration**

A. All questions, claims, disputes or differences of any kind whatsoever arising out of or in connection with or concerning this Contract at any time whether before or after the determination of this Contract (except as to any matters the decision of which is specially provided for in the conditions referred to above), shall be referred by the parties hereto for the decision by a Sole Arbitrator to be appointed as hereinafter mentioned.

B. The notice regarding the invoking of the arbitration clause shall be served by registered post and addressed to the Chairman, Joint Plant Committee.

C. Matters in question, dispute, claim or difference other than the excepted matters as would be decided by JPC, in respect of this Contract to be submitted to Arbitration as aforesaid shall be referred for decision to a Sole Arbitrator to be appointed by the Chairman, Joint Plant Committee. However before appointing the Sole Arbitrator, the Chairman, Joint Plant Committee shall notify to the contractor three names out of which one can be appointed as the Sole Arbitrator with the consent of both parties, failing which after 15 days of the issuance of the letter informing three names by the Chairman, the Chairman shall have the power to appoint one of the persons out of the three so notified as the Sole Arbitrator.

E. The Arbitrator, so appointed, shall adjudicate upon all the disputes between the parties hereto. F.

The Sole Arbitrator appointed as stated above shall from time to time of his appointment and throughout the arbitral proceedings, without delay, disclose to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartiality. The Arbitrator shall decide the questions, claims, disputes or differences submitted to him by the parties in accordance with the substantive law for 3A4Athe time being in force in India.

G. The Arbitrator shall hear the case independently and impartially and shall not represent the interest of any party.

H. The 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 also have the right to ask him to do so.

I. The venue of the Arbitration shall be the place, where the Contract is concluded i.e.at Kolkata, the headquarters of JPC

J. The question of procedure for conduct of the arbitration proceedings shall be decided by the Arbitrator in reference. The Arbitrator may hold preparatory meeting(s) for this purpose. In the preparatory meeting(s) as aforesaid the Arbitrator in consultation with the parties shall also determine the manner of taking evidence, the summoning of the expert evidence and all such matters for the expeditious disposal of the arbitration proceedings. The Arbitrator shall be entitled to actually incurred expenses only, in respect of preparatory meetings(s).

K. 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 / be the incorporated in the contract as and when such modification / amendments to the Act/ Rules are carried out.

L. Work / supply / services under the contract shall be continued by the contractor, under the Contract, during the arbitration proceeding and recourse to Arbitration shall not be a bar to continuance of the work or supply or service.

M. Excepted matter as per contract shall not be subject matter of Conciliation / Arbitration.

N. The venue of Arbitration shall be at Kolkata, West Bengal.

O. The courts at Kolkata shall have a jurisdiction over all the matters of dispute

**15. Sub-Contracts:** The Service provider shall not assign or sub-contract in whole or in part the contract in any manner.

**16. Amendments:** No variation in or modification of the terms of the contract shall be made unless communicated by JPC in writing.

**17. Release of Information:** The contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the work under this contract.

**18. Completion of Contract:** Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the duration of contract. The vendor will have to obtain a NOC from JPC before the release of final payment

The Agreement can be terminated by the Company by giving (30) thirty days' notice. In case of any serious misconduct or lapse on the part of the Service provider adversely affecting the maintenance of the building and / or the reputation and business interests of the company, the Company reserves the right to summarily terminate the Agreement.

**SCHEDULE OF SERVICES**  
**FOR HOSPITALITY & FACILITY MANAGEMENT SERVICES FOR GUEST/TRANSIT HOUSES**

In consideration of the payments to be made, the Service provider will provide and be responsible for Hospitality & Facility Management Services For Guest House / Transit Houses as per details indicated BELOW which shall be read and construed as forming part of an Agreement between J P C and the service provider:-

**FACILITY MANAGEMENT**

**1. HOUSE KEEPING**

**2. Cleaning of Rooms**

- a. Sweeping of floors with broom followed by wet mopping or by the use of scrubber with hygienic chemical.
- b. Cleaning of toilets followed by wiping with a dry duster.
- c. Dusting of furniture and furnishings (including venetian blinds).
- d. Bed linen including bed sheet, pillow cover of each bed and towels will be ordinarily changed every 3<sup>rd</sup> 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, 1 pillow cover, 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. Cleaning and ironing of curtains once in every 2 months. Laundry 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.

3.0 Cleaning of all corridors including sweeping with broom followed by wet mopping/scrubbing.

4.0 Sweeping of premises, etc.

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

6.0 Cleaning of kitchen, dining hall, attached toilets, etc at least twice a day. Cleaning includes sweeping of floors with broom followed by wet mopping / scrubbing, dusting of furniture, wall tiles, doors and windows, etc.

7.0 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 Asst Manager(HR&A) for necessary action.

8.0 Cleaning will be done with the following recommended chemicals / products at the frequency indicated below:

Surface	Frequency	Recommended Chemical / Products
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Marble/floor/mosaic/granite/tiles/cement	Daily	Lizol, Domex or <b>brands of similar repute</b>
Glass Panes (both from outside & inside)	Daily	Colin, Easy off Bang, Mr. Muscle or <b>brands of similar repute</b>
Wooden surface	Daily	Wiping with soft wet cloth and dry cloth
Toilets	Daily	Harpic, Domex, Sanifresh or <b>brands of similar repute</b>
Electrical fittings (Tubes, Bulbs, Switches etc.)	Daily	Gentle wiping with soft cloth
Iron Grills	Daily	Colin or <b>brands of similar repute</b>
Fans	Weekly	Colin or <b>brands of similar repute</b>
Aquaguard	Daily	Colin or <b>brands of similar repute</b>
Kitchen Utensils	Regularly	VIM Bar, Pril, Nirma Bar or brands of <b>similar repute</b> & Scrubber

9. 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.

10. The Service provider shall provide a ABC type (5 kg) fire extinguisher of reputed brand / make with ISI certification to be installed in the Transit House premise as indicated below:

#### **4.0 Caretaking**

4.1 The Service provider shall take day-to-day booking instruction from JPC, attend to the needs of visiting officials at Transit House and any other jobs included in the tender documents and provide the services as instructed by Authorized Representatives of JPC.

4.2 The Service Provider will have to maintain the Transit House Occupancy / Room Allotment Register.

4.3 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 bi-weekly basis after issuing the money receipt.

4.4 The guests on check-in should be provided with clean and pressed Towels and Soap (50 gram of Medimix/Lux/Hamam quality) and shampoo sachets to be supplied by the service provider.

4.5 Room freshener spray of good quality is to be sprayed in all rooms and sit-out every day.

4.6 The Service provider will have to arrange for wake-up calls as may be required by the occupants.

4.7 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.

4.8 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.

4.9 The Service provider shall ensure that the keys are collected back when an occupant leaves the room.

4.10 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.

4.11 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.

4.12 The Service provider shall ensure availability of two daily English newspapers, one daily Bengali newspapers and 2 weekly English news-magazines in the Guest House / Transit House and make the necessary payments thereof.

4.13 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.

4.14 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.

4.15 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.

4.16 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.

4.17 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.

4.18 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.

4.19 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.

4.20 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.

## **5.0 Catering**

5.1 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.

5.2 The service provider shall arrange for cooking & services of food on daily basis for any number of boarders.

5.3 Fuel / Gas for cooking purpose shall be purchased by the contractor at his own cost.

5.4 All the utensils, crockery & cutlery items required for cooking and serving shall be provided by the contractor in new condition and of standard quality.

5.5 There shall be no re-chauffing i.e. leftover food of one meal shall not be served at the next meal.

5.6 The Service provider will ensure that there is no complaint from guests regarding quality of food.

5.7 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 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.

5.8 If expired products and unbranded ingredients are found in the kitchen or store during inspection, the contract is liable to be terminated.

5.9 Scrupulous care shall be taken to use only fresh meat, chicken and fish.

5.10 Saunf, nut powder, misri, lavang, elachi and toothpicks- of good quality to be supplied after Breakfast, Lunch and Dinner.

5.11 Extra special items on any special occasion are also to be supplied at short notices.

5.12 JPC's authorised officer 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.

5.13 The Service provider shall ensure that the dining hall, kitchen, stores, service area shall be kept neat orderly and free from mal-odour at all times. The crockery, cutlery, furniture & utensils used in the preparation and service of food shall always be clean and hygienic.

5.14 The Service provider shall be solely & wholly responsible for the procurement of all articles of raw material, food products, etc. at his own expense.

5.15 The Service provider shall be responsible for regular maintenance and upkeep of utensils and equipments provided to him by JPC.

5.16 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.

5.17 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.

## **6.0 Facilities to be provided by JPC.**

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



ANNEXURE I

**LETTER OF TRANSMITTAL**

From  
(Full address of the Applicant)

To  
The Asst. Manager (HR&A)  
JPC  
52/1A, Ballygunge Circular Road,  
Kolkata – 700 019

Subject: Submission of Tender application for providing hospitality and facility management services at Transit House, Kolkata.

Dear Sir,

In response to your Tender Enquiry Letter No..... dated ..... inviting offers for appointment of Service provider for Hospitality & Facility Management Services For Transit House at Kolkata, I/We, a Company / Partnership firm / an Association / Sole Proprietor (in the case of a firm , an Association/or a Joint-Venture (please list out here full name of all partners/members) ..... carrying on business at .....( address ) ..... hereby offer to carry out various services, at the firm rates quoted and kept in a separate envelope marked \_\_\_\_\_.

I / We agree that this offer shall be valid for a period of ninety days from the date of opening of the Price 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 'Instructions to Tenderers' and fulfill your, Schedule of Services, General Terms & Conditions of the contract for Hospitality & Facility Management Services For Transit House at Kolkata 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 on .....Bank for Rs. 150000/- (Rupees Fifteen Thousand only) in favour of Joint Plant Committee, being the Earnest Money deposit and and DD for Rs.200/- (Rupees two hundred only)towards cost of Tender Documents if downloaded from the website.

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 is 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,

Date : \_\_\_\_\_

(Signature of the Tenderer)  
-----  
Seal of Tenderer

**CHECKLIST OF DOCUMENTS TO BE ENCLOSED****NAME OF THE TENDERER:** \_\_\_\_\_

<b>Envelop No. 1 (Technical Bid) – will contain the following documents :</b>	<b>Whether enclosed</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 Service Tax Regn. Certificate & Contract Labour 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
Cost of the Tender Document Rs. 200/-	Yes/No
Earnest Money Deposit of Rs. 15000/-	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
<b>Envelop No. 2 (Price Bid) - should contain the following document :</b>	
<b>Price Bid</b> as per proforma duly signed with date.	Yes/No

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

**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 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)	:	

**Financial details of the Company:**

Financial year	Turnover	Profit/Loss
2013-14		
2014-15		
2015-16		

**Current / Major Client List:**

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

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

SIGNATURE OF THE TENDERER -----

NAME: -----

SEAL:

DATE:

**PRICEBID**

(To be enclosed in a separate envelope)

SCHEDULE OF RATES

<b>Consolidated Monthly Rate (excluding Service Tax)</b>	
In figures (Rs.)	In words (Rupees)

SIGNATURE OF THE TENDERER

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. The rate should include employee remuneration such as PF/ESI contribution, bonus, house rent allowance, terminal benefits, leave salary etc if any.
6. 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.

**Copy To :**

- Sr. Mgr (F&A)/c, for necessary information and reference
- Dy. Manager (DB&AS)& Convener, Purchase Committee, for reference & information
- Asstt. Manager (HR&A) [AB], for reference & information
- Asst. Manager (F&A) & Member, Purchase Committee, for reference & information
- Jr. Manager (DB&AS) & Member, Purchase Committee, for reference & information
- Jr. Manager (HR&A) & Member, Purchase Committee, for information & reference and with a request to hand over requisite papers to concerned personnel