



**ज्वाइन्ट प्लान्ट कमिटी**  
(भारत सरकार द्वारा गठित)  
**JOINT PLANT COMMITTEE**  
(Constituted by Govt. of India)  
An ISO 9001 : 2015 Certified Organisation

No. JPC/HR&A/13(1)/21-22/81

11.5.2022

**Sub: Tender Document for engagement of Legal Consultant for providing services to the Ministry of Steel (MoS), Government of India, New Delhi.**

Dear Sir,

Joint Plant Committee (JPC) is coordinating the tendering work related to the engagement of Legal Consultant for providing services to the Ministry of Steel (MoS), Government of India, New Delhi. The details of the Tender are as follows:

1.	Item Description	Engagement of Legal Consultant for providing services to the Ministry of Steel (MoS), Government of India, New Delhi
2.	Date of Issue of Tender	11.5.2022
3.	Tender Application	The Tender (Rs 500/-) may be downloaded from JPC website ( <a href="http://www.jpcindiansteel.nic.in">www.jpcindiansteel.nic.in</a> ) or purchased from JPC Kolkata Office. Receipt of purchase of tender report must be included in Envelope-I along with the EMD at the time of submission.
4.	Last Date of Submission of Quotation	30.5.22 up to 11.30 a.m. at JPC Kolkata Office
5.	Pre-Bid Meeting	To be held online on 17.5.2022, 11.30 am. Details to be informed later.
6.	Opening of Technical Bid	30.5.2022 at 3.00 P.M. at JPC Kolkata Office
7.	Opening of Financial Bid	Technically qualified vendors will be informed about the schedule.
8.	Earnest Money Deposit (EMD)	Rs. 1,00,000/- (Rupees One Lakh only) in the form of Demand Draft drawn on any Scheduled Commercial Bank except Gramin Bank/Co-operative Bank and drawn in favor of "Joint Plant Committee", payable at Kolkata.

Thanking you,

Yours faithfully,

  
(Sayan Sen)

DGM (DB&AS), I/c and I/c (HR&A)

Encl: a.a.

Joint Plant Committee (JPC) is coordinating the tendering work related to the engagement of Legal Consultant for providing services to the Ministry of Steel (MoS), Government of India, New Delhi.

### I. Scope of Work and Documents Required

The following Annexures may be referred to.

<b>Annexure-I</b>	Scope of Services and Responsibilities Involved
<b>Annexure-II</b>	Details of documents to be submitted for Technical Bid
<b>Annexure-III</b>	Financial Bid Proforma

### II. Project Details

- A) Project location:** Ministry of Steel, Government of India, Udyog Bhawan, New Delhi  
**B) Tenure:** The period of appointment is for two years only starting from the date of award of contract and will automatically become null and void thereafter, unless granted extension by the Ministry of Steel, based on satisfactory performance, on same terms and conditions.

### III. Submission of Tender

- (i) The Tender may be filled up and submitted by the participating vendors together with all the required documents and placed in three separately sealed envelopes superscribing their respective contents as shown below:

<b>Envelope-I</b>	Earnest Money Deposit (EMD)
<b>Envelope -II</b>	Technical Bid Documents
<b>Envelope-III</b>	Financial Bid Proforma

- (ii) These three separate envelopes should be placed in a SINGLE sealed envelope superscribing it as "**Tender for Engagement of Legal Consultant for providing services to the Ministry of Steel (MoS), Government of India, New Delhi**" and should be addressed to DGM (DB&AS), I/c and I/c (HR&A), Joint Plant Committee, Ispat Niketan, 52/1A, Ballygunge Circular Road, Kolkata-700019.
- (iii) **Non-submission of the Earnest Money Deposit (EMD) in a separate envelope as mentioned above will lead to the cancellation of the whole Tender, in which case, the envelope containing the Technical Bid will not be opened at all.**
- (iv) **The Technical Bid should not contain the Financial Bid, otherwise the whole Tender shall be rejected.**
- (v) **The Tender, incomplete in any respect, may be treated as cancelled.**

Signature with date :  
 Name :  
 Designation :  
 Name of the Firm :  
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- (vi) The EMD of Rs 1,00,000/- (Rupees One Lakh only) should be in the form of Demand Draft drawn on any Scheduled Commercial Bank except Gramin Bank/Co-operative Bank and should be drawn in favor of "Joint Plant Committee", payable at Kolkata.
- (vii) **The EMD of the selected vendor will be retained as Security Deposit (SD), which is non-interest bearing.**
- (viii) After successful completion of the project and receipt of final payment, the selected vendor can make a claim for refund of the EMD/SD vide an official letter and provide a 'No Dues Certificate', along with a satisfactory job completion certificate from MoS. Following this, the EMD/SD will be refunded to the vendor (without interest) by JPC unless it has been otherwise forfeited on the ground of breach of contract during the contract period.
- (ix) The EMD of the un-successful bidders will be returned by JPC within a month from the date of opening of the Financial Bid.
- (x) All 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 the same. This should also be included in the Technical Bid.
- (xi) The vendor should also comply with the provisions mentioned in the Tender.
- (xii) Late/delayed offers due to any reasons whatsoever will not be accepted/considered at all under any circumstances.
- (xiii) JPC reserves the right to accept/reject the Tender without giving any reason thereof, whatsoever.

#### IV. Opening of Tender

(a) The following timelines may be noted:

Tender Application	The Tender (Rs 500/-) may be downloaded from JPC website ( <a href="http://www.jpcindiansteel.nic.in">www.jpcindiansteel.nic.in</a> ) or purchased from JPC Kolkata Office. Receipt of purchase of tender report must be included in Envelope-I along with the EMD at the time of submission.
Last Date of Submission of Quotation	30.5.22 up to 11.30 a.m. at JPC Kolkata Office
Pre-Bid Meeting	To be held online on 17.5.2022, 11.30 am. Details to be informed later.
Opening of Technical Bid	30.5.2022 at 3.00 P.M. at JPC Kolkata Office
Opening of Financial Bid	Technically qualified vendors will be informed about the schedule.

Signature with date :  
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- (b) At the time of opening of the tender document, first **Envelope-I** or the envelope containing the EMD and the receipt of purchase of the tender will be opened. **Please note that non-submission of EMD in a separate envelope as already mentioned will lead to cancellation of the whole Tender. The Envelope-II containing the Technical Bid will NOT be opened in that case at all.**
- (c) *"Considering the nature of the service sought vide this tender being a consolidated one, JPC is not in a position to consider allowing MSMEs to supply a portion upto 20% of the requirement by bringing down the price to L-1 price, where L-1 is the non-MSME price and the MSME has quoted a price within the price range of L1+15%".*
- (d) Technical Bid or **Envelope-II** will be opened only for those whose EMD submission is as prescribed in Section II above.
- (e) Financial Bid or **Envelope-III** will be opened only for those who will qualify in the Technical Bid. Financial Bids of technically unsuccessful vendors will not be opened and will be returned to the respective companies.
- (f) **Financial Bid submitted in a form, other than the one prescribed, will be rejected.**

#### V. Award of Contract

- i) The award of the contract will be based on the lowest offered rate (L-1) only (exclusive of applicable GST), subject to compliance of the terms and conditions in this tender, specially the fulfillment of conditions mentioned in the Technical Bid.
- ii) If the total quoted rates of any of the two L-1 vendors become same, Work Order will be awarded to the vendor who quotes the L-1 rate on spot before JPC officials immediately after opening of the Financial Bid.
- iii) If required, JPC may negotiate even with the L-1 vendor's rate to settle on a competitive one.
- iv) In case the L-1 vendor declines to accept the offer at any stage after opening of the Financial Bid, his EMD will be forfeited and the contract may be awarded to the L-2 vendor at the L-1 rate only, if accepted by the L-2 vendor.

#### VI. Penalty Clause

- (i) There will be a deduction of 1% of total job value for each day of delay (to be certified by the MoS/MoS representative) of submission of report from targets provided.
- (ii) After receiving the Work Order if the vendor refuses to comply with the Work Order, his EMD will be forfeited.

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

## VII. Payment Terms

- (i) Professional fees would be paid to the Legal Consultant as a **lump-sum monthly amount**, inclusive of prevailing GST (changes, if any, during the contract period will be automatically adjusted for release of payment) and any other taxes/duties/levies as instituted by the Government of India during the period of contract. TDS will be deducted as per rules.
- (ii) To ensure smooth execution, the MoS will nominate a representative of the Ministry of Steel who would be the single point of contact with the Legal Consultant on all key issues.
- (iii) The MoS representative will evaluate the performance of the Legal Consultant and his team based on suitable parameters.
- (i) The monthly bill of the Legal Consultant towards professional services rendered during the reference period should be duly certified by the MoS representative before forwarding it to JPC for release of payment, along with the certified copy of a monthly 'Activity Report' to be submitted by the Legal Consultant.
- (ii) For expenses incurred for travel outside the project location as necessitated for data collection, meetings or any other work as directed, the same will be based on approval from representative of MoS. Payment for the same will be reimbursed based on the submission of bills and all supporting documents including the approval note from MoS substantiating the claims.

## VIII. Validity & Termination

- (i) The commercial offer should be valid for a period of at least 30 days from the date of submission.
- (ii) Either party can terminate the contract by giving a 30 days' prior notice in writing at any time in case of dissatisfaction.
- (iii) In case the MoS terminates the contract at any time with due reasons, the fees payable up to the end of the notice period will be paid to the Legal Consultant.
- (iv) In case the Legal Consultant either wishes to terminate the contract or indicates that it is unable to perform the contract, the EMD would be forfeited in such a case and the fees payable up to the end of the notice period will be paid to the Legal Consultant. The Legal Consultant shall make no claim on the fees that would have otherwise been paid to them in the remaining period of the contract.
- (v) Either party shall have the right to terminate this contract on account of force majeure. The term "Force Majeure" shall mean acts of God, War, Fire, Flood etc. directly affecting the performance of the contract.

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

**IX. Dispute**

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be dealt at the judiciary of Calcutta.

**X. Contact Details:** For further details, please contact the undersigned.

This issues with the approval of Competent Authority.

Yours faithfully,

*Sayan Sen*  
(Sayan Sen)

DGM (DB&AS), I/c & I/c (HR&A)

Cc:

1. Sr. PPS to Joint Secretary to Govt of India and Chairman, JPC, Ministry of Steel
2. Shri Amit Pankaj, Director, Ministry of Steel
3. Shri Gopalakrishnan Ganesan, Dy. Secretary, Ministry of Steel
4. DGM I/c, (F&A), JPC
5. Members of JPC Purchase Committee

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

**Tender Document for engagement of Legal Consultant for providing services to the  
Ministry of Steel (MoS), Government of India, New Delhi**

**Annexure-I :**

**A. Terms of Reference**

- (i) Advisory on WTO Law: to provide legal opinions regarding various issues that arises in the preparation of responses of the Ministry of Steel with a view to protect the interests of Indian exporters and steel industry with particular reference to
- a) Advisory on various representations related to Steel Sector received in the Ministry related to tariff and non-tariff barriers. Trade remedy actions such as safeguard, quota, antidumping or countervailing duty initiated by other countries against exports made from India; and measures such as TBT measures, NTBS, or other measures under any of the WTO Agreements;
  - b) Examine the WTO consistency regarding any measure introduced or proposed to be introduced by the Ministry of Steel to protect the Indian steel industry, and
  - c) Answer queries or provide legal opinions on any other law having a bearing on th obligations incurred by India under any of the WTO agreements.
- (ii) Advisory on legal issues arising between India and any other country in international trade in steel sector. Review any issue that may referred by JPC that has arisen or is likely arising between India and any other country with regard to the international trade in steel sector and provide appropriate legal opinion.
- (iii) Participate or present stand of the Ministry of Steel before any International forum or foreign country in any proceedings relating to India's export of Steel items or Ram Materials for Steel making.
- (iv) Advisory on issues pertaining to domestic taxation.
- (v) To keep a tab on international notifications issued by different countries related to Tariff, Non-Tariff and Technical Barriers to Trade and inform the same to MoS immediately for appropriate action.
- (vi) Advisory on mining laws, mineral trade, P&MP Act & Other Acts / Rules related to mining sector.
- (vii) Advisory on domestic taxation matters, company law matters etc.
- (viii) Provide legal advice on any other item closely connected with or incidental to the items mentioned above.

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

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**B. Responsibilities Involved**

1. The Legal Consultant shall report, interact and submit its deliverables to a nominated representative of the MoS or as directed in all matters of its area of work.
2. The analysis and assessment provided by the Legal Consultant will be based on the information made available to or available with the Legal Consultant at any given point of time and those available in the public domain, such as the Internet, reports, journals, newspapers, etc. The Legal Consultant should endeavor to rely on sources that are generally considered to be reliable.
3. The Legal Consultant will remain responsible for any other information collected from the public domain in respect of correct reporting, quoting sources and in justifying the merits of their use if found necessary.
4. The Legal Consultant should treat all information received from and business transacted with the MoS or its bodies as confidential and shall not share in part or full any such information with unauthorized people/business/organizations.
5. The Legal Consultant will not replace resources during the period of contract unless with formal approval or under the directive of the MoS and only on conditions of separation.
6. The Legal Consultant shall not also assign or sub-contract in whole or in part the contract in any manner except with the prior approval of MoS.
7. Given the pivotal role of the MoS in policy formulation, the following schedules should be adhered to by the Legal Consultant:
  - a) for any exigency, the Legal Consultant should be reachable 24x7;
  - b) the Legal Consultant should follow the holidays listed by the Government of India and followed by MoS;
  - c) since senior officers of the MoS are sometimes required to stay beyond office hours, the Legal Consultant may also be required to stay, if need be.
8. The Legal Consultant is required to submit an 'Activity Report' to the MoS/MoS representative at the end of every month, providing details of the work performed for the reference period, for each month of the one-year tenure. Further, the same is to be certified by the MoS/MoS representative and forwarded to JPC every month along with the invoice for release of payment.

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



Tender Document for engagement of Legal Consultant for providing services to the  
Ministry of Steel (MoS), Government of India, New Delhi

Annexure-II: Details of documents to be submitted for Technical Bid

A. Organizational Profile

1. Year of establishment
2. Details of office locations in the country and global (if any)
3. Details of Managing Director
4. Details of authorized contact person (name, designation, contact numbers)
5. Details of team members to be engaged for the project (name, designation, role, contact number, email id, Self-attested Curriculum Vitae showing Educational Profile, Experience Profile)
6. Documents in support of GST, Registration No., Copy of PAN Card, Company Registration Certificate, Partnership Deed, Trade Licence No. etc., if applicable
7. Last three year's Audited Balance Sheet and IT Returns

**NOTE:** All documents mentioned in this Annexure are to be submitted as per the Sections mentioned herein and being part of the Tender document, each page should be self-attested and stamped as a token of acceptance of the Terms & Conditions of the Tender and for having understood the same. This should be duly included in the Technical Bid.

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

Tender Document for engagement of Legal Consultant for providing services to the  
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**Annexure-III: Financial Bid Proforma**

Item	Amount (in Rupees)
Professional Fees (exclusive of GST)	
<b>Total amount in words:</b>	
Please mention the HSN code under GST	

**Note:**

1. Rates shall need to be quoted both in figures and in words. In case of any discrepancy between figures and words, whichever is lower, will be taken.
2. Financial Bid submitted in the form, other than the one prescribed above, will be rejected.
3. Conditional offer/s will be rejected.

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