



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

TENDER NOTICE OF

JOINT PLANT COMMITTEE
ISPAT NIKETAN
52/1A BALLYGUNGE CIRCULAR ROAD
KOLKATA- 700 019

FOR

UPKEEP & MAINTENANCE OF OFFICE OF

JOINT PLANT COMMITTEE,

HEAD QUARTERS

KOLKATA

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

'इस्पात 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 : Tender Notice for Inviting Rates/Quotation for Upkeep & Maintenance of Office premises of Joint Plant Committee (JPC) Head Quarters at Kolkata

1.	ITEM DESCRIPTION	:	Upkeep & Maintenance of Office Premises of JPC at Ground, First & Second Floors of 52/1A, Ballygunge Circular Road, Kolkata-19.
2.	DATE OF PUBLICATION OF THE ADVERTISEMENT	:	7 th June, 2019
3.	PRE – BID MEETING: Date/Time & Venue	:	June 11, 2019/ 3 p.m at JPC, Ispat Niketan, 1 st Floor, 52/1A Ballygunge Circular Road, Kolkata – 700 019,
4.	LAST DATE/TIME/ VENUE of SUBMISSION OF TENDER	:	15 th June, 2019/ Till 12 noon/ JPC, Ispat Niketan, 1 st Floor, 52/1A Ballygunge Circular Road, Kolkata – 700 019
6.	DUE DATE/TIME/VENUE FOR OPENING OF OFFERS PART- I & II – EMD & TECHNICAL BID PART - III – COMMERCIAL BID	:	June 15, 2019/3:30 p.m. at JPC, HQs, Ispat Niketan, 1 st Floor, 52/1A Ballygunge Circular Road, Kolkata – 700 019. The date and time of opening of the Commercial bid will be conveyed to the technically qualified bidders after thorough evaluation of the Technical Bid.
7.	EARNEST MONEY DEPOSIT	:	Rs.15,000/- (Rupees fifteen thousand only)
8.	SALE/COST OF TENDER DOCUMENT	:	Between 10.30 AM to 3.30 PM on any working day from Joint Plant Committee, 52/1A Ballygunge Circular Road, Kolkata – 700 019 from June 7, 2019 to June 14, 2019 Or Download from www.jpcindiansteel.nic.in/ Cost of this tender is Rs. 500/- (Rupees five hundred only). If however, the tender is downloaded from website, a separate Demand Draft of Rs.500/- may to be drawn from any Scheduled Commercial Bank (except Cooperative and Gramin Bank) , in favour of 'Joint Plant Committee', payable/en-cashable at Kolkata and produced along with the EMD
9.	PERIOD OF CONTRACT	:	THREE YEARS from the effective date of contract i.e. 1 st July, 2019 to 30 th June, 2022--- extendable for a period of another 3 (three) months on same terms and conditions if JPC so desires.

Sayan Sen
(Sayan Sen)

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

4/6/19

Signature with Date
Name & Designation
Name & Seal of the Firm/Company

SCOPE OF WORK FOR CLEANING & MAINTAINING OF JPC OFFICE PREMISES

1.	Timely and regular Upkeep and Maintenance of the office premises (Lobby, Frontage, Floors, Staircase, Open Terrace. Canteen, Toilets, Urinals, Latrines, Wash Basins, Drains etc. are also to be maintained and kept in proper sanitation. etc., (Ground, 1 st & 2 nd Floor having total area around 20,000 sq. ft) is in the purview of contract.
2.	The vendor shall be liable to maintain the referred office premises of JPC, Kolkata as per specifications mentioned and according to the instructions / directions of JPC or its authorised representatives from time to time without any deviations or modifications of the said instructions except with the written consent from JPC, Kolkata.
3.	Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of work. The bidder must have full knowledge of the site whether he/she inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his/her own cost all materials, tools, drums, brooms, dusters etc.
4.	Cleaning of the premises must be completed by 9:00 A.M. A second round of cleaning work must be done from 1 p.m. to 2p.m.
5.	Materials like brooms of various types, cleaning rags, plastic buckets, washing materials like Vim, Surf, Phenyl etc. as well as Odonils and Napthalene Balls (make as specified at Annexure IV) for bathrooms and Urinals have to be provided by the vendor as per requirement every month in the presence of an official of JPC as per the contract made. The details of the products to be supplied every month are given in Annexure IV. Costs of these products must be included in the quoted rate.
6.	Plumbing jobs throughout the contract period – repairs and maintenance for sanitary wares & fittings, water pipelines & fittings & other related plumbing jobs – are to be carried out as and when required. Any sort of infrastructural fault will have to be intimated to the office immediately. Repairs shall have to be carried out within 24 hours from the time of requisition or as may be prescribed by JPC. Cost of materials for any plumbing jobs shall be reimbursed on production of Cash Memos on actual basis. The Labour Charge will be paid, but no Service Charge will be paid on this account.
7.	Upkeep and Maintenance of floors, glass panes, mirrors & windows, cleaning of carpets, partition wall (half / full) in Sections / Chambers of the Executives and office furniture together with refilling jugs with water are to be done thoroughly throughout the contract period.
8.	If any kind of washing cleaning etc. is required at any point of time, during office hours, the work has to be done immediately

2. GEOGRAPHICAL PURVIEW OF WORK

The premises of the office of Joint Plant Committee at 52/1A Ballygunge Circular Road, Kolkata – 700 019. Ground, 1st and 2nd Floors including Canteen.



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3. Deployment of personnel

Manpower will be deployed at the office to run the system in 2 shifts. Each shift will be of 8 hours.

The deployment of workers should be in three categories – Skilled, semi skilled and unskilled in the following manner :-

1. Skilled workers – Office Boy – 5 (8 hrs per shift, per day on all working days of JPC) from 9:30 a.m. to 5:30 p.m.; Driver -1(8 hrs/shift per day on all working days of JPC) time from garage out to garage in.
2. Semiskilled worker: Supervisor of Cleaning, Washing & Maintenance of JPC Office Premises : 1 (Full time- 8 hrs. Shift per day on all working days of JPC)
3. Unskilled workers: Cleaning & Sweeping - 7 Nos. : 8 hrs per shift per day of all working days of JPC in two shifts (Full time – for 4 workers (8:00 – 16:00 hrs); for 3 workers (10:00 – 18:00 hrs.)

4. SUBMISSION OF TENDER

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

Envelope I : “EARNEST MONEY DEPOSIT (EMD) FOR UPKEEP & MAINTENANCE OF JPC HQs, KOLKATA”

PART I - EMD – This part shall contain :

Earnest Money Deposit (EMD) in the form of a demand draft drawn on any scheduled commercial bank except Cooperative and Gramin bank in favour of Joint Plant Committee, Kolkata for a value of Rs. 15,000/- (Rupees fifteen thousand only), payable at Kolkata. The earnest money will not earn any interest. If the bidder, after submitting his/her tender, resigns from his/her offer or modifies the terms and conditions thereof in a manner not acceptable to Joint Plant Committee, the Earnest Money shall be liable to be forfeited. The Earnest Money will however, be returned to the unsuccessful bidders. Should an Invitation to Tender be withdrawn or cancelled by Joint Plant Committee, which it shall have the right to do at any time, the Earnest Money will be returned to the bidder.

Receipt for Rs.500/- as proof of purchase of tender papers or a demand draft of the amount if the tender had been downloaded from the website shall also be submitted along with the EMD (1st part of Tender) towards the cost of tender documents.

Non submission of EMD in a separate envelope as already mentioned will lead to cancellation of the whole tender. The 2nd envelope of the Technical bid in this case, will not be opened at all.

Envelope II : “TECHNICAL BID FOR UPKEEP & MAINTENANCE OF JPC HQs, KOLKATA”



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

- i) Tender Notice provided herewith by JPC must be duly signed and stamped on every page by the bidder as a mark of acceptance of the terms and conditions mentioned in the Tender document.
- ii) Letter of Transmittal (Annexure I)
- iii) Check List of documents to be enclosed (Annexure II)
- iv) Profile of the Tenderer (Annexure - III)
- v) Copy of work order/Letter of Award and completion certificate for similar work executed in the last three years.
- vi) Copy of Provident Fund, ESIC
- vii) GST certificate along with HSN Code
- viii) Copy of PAN Card.
- ix) Copy of Certificate of Contract Labour (Regulation & Abolition) Act.
- x) Copy of Registration Certificate & Evidence of licence holder under Contract Labour (Regulation & Abolition) Act.
- xi) Copy of Trade License.
- xii) Audited Balance sheet for 2015-16, 2016-17 and 2017-18.
- xiii) Proof of nature of firm

Envelope III : "COMMERCIAL BID FOR UPKEEP & MAINTENANCE OF JPC HQs, KOLKATA"

- (i) Commercial part should be submitted as per price format enclosed at **Annexure –V** and is liable to be rejected if submitted otherwise.
- (ii) Conditional Offers will not be accepted and the Financial Bid will be rejected in such situation.
- (iii) An agreement with JPC on a Non-Judicial Stamp Paper of 100/- is to be signed by the vendor within 30 days of receipt of the Work Order.
- (iv) The quoted price should be filled in the format provided with the Tender Notice.
- (v) Rates shall be exclusive of all applicable GST but inclusive of Service Charge. GST shall be paid on actual on submission of documentary evidence. (HSN code of the applicable GST rate should be mentioned separately).
- (vi) Financial bids shall be opened if the bidders qualify in the technical round.
- (vii) The monthly rate should be filled in both words and figures. In case of any discrepancy, the lower of the two will be considered.

All the above three envelopes must be put in a single sealed envelope superscribed as "Tender for Upkeep & Maintenance of office premises of JPC, Kolkata" and addressed to Sr. Manager (DB&AS)/c & I/c (HR&A), Joint Plant Committee, Kolkata.

Technical bids of the bidder shall be opened only if the EMD Deposited is in order. Non submission of EMD in separate envelope will lead to the cancellation of the respective tender. Technical bid should not contain price bid, otherwise the tender shall stand rejected.

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

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



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“Considering the nature of the service sought vide this tender being a consolidated one, JPC is not in a position to consider allowing MSMEs to supply a portion upto 20% of requirement by bringing down their price to L1 price, where L1 is non-MSME and the MSME has quoted price within the price range of L1 +15 per cent.”

5. Capacity of the bidder

Technical Capacity- The bidder shall satisfy Joint Plant Committee that he/she possesses the necessary experience and qualification and that he has at his disposal, suitable and competent persons to ensure that he/she can undertake the work to the best of quality and satisfaction of Joint Plant Committee. The bidder shall furnish necessary particulars in this regard with the Tender.

Legal Capacity- The bidder shall satisfy Joint Plant Committee that he is competent and authorized to submit Tender and/or to enter into a legally binding Contract with Joint Plant Committee. To this effect any person giving a Tender shall render documentary evidence that his signature on the Tender submitted by him is legally binding upon himself, his firm or company, as the case may be.

6. BIDDER'S ELIGIBILITY CRITERIA (BEC)

- a) The bidder must be a registered Company / Proprietorship / Partnership firm authorized to carry out the business as mentioned in the tender. In case the bidder is a Company, Memorandum and Articles of Association of the Company along with the Certificate of Incorporation from the Registrar of Companies is to be submitted. In case of a Partnership firm, an authenticated copy of the Partnership Deed together with Certificate of Registration issued by the Registrar of Firms (if the firm is registered) is to be submitted. In case the bidder is a Proprietary concern, name of the Proprietor and proof of proprietorship is to be submitted. The bidder should have its own offices in Kolkata and requisite evidence for the same should be furnished.
- b) The firm of bidder should be registered licence holder under *Contract Labour (Regulation & Abolition) Act* and should submit necessary documents and account numbers.
- c) The contractor should be registered with Regional Provident Fund, Employees' State Insurance & Goods & Service Tax and should furnish the respective documents and account numbers.
- d) The contractor should have minimum three years' experience for carrying out such work in Public Sector / Government Organisation / Reputed Organisation. This should be justified with necessary documents.

7. PROCESS OF SELECTION OF VENDOR

- a) **Opening of Bids** - The sealed quotation would be opened by the Purchase Committee of JPC at H.Q.s, Kolkata, 52/1A Ballygunge Circular Road, Ispat Niketan, 1st Floor, Kolkata – 700 019 on 15th June, 2019 at 3:30 p.m. The bidders may be present at the time of opening of the bid.
- b) **Pre- Bid meeting** - Before opening of the tender, there would be a pre-bid meeting on 11th June, 2019 at 3:00 p.m. at JPC H.Q.s, Ispat Niketan, 1st Floor, 52/1A Ballygunge Circular Road, Kolkata – 700 019, to appraise all vendors about the various clauses of the tender document.

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- c) **Performance Guarantee** - In case a technically qualified vendor, quotes the lowest rate that is unworkable and he is considered for placement of order, he/she may be asked to justify the rates quoted and will have to give Performance Guarantee Bond (in addition to the Security Deposit) in the form of Bank Draft. The amount of Performance Guarantee will be decided by Joint Plant Committee. If the bidder fails to provide this and does not cooperate, he will be blacklisted and not allowed to participate in other tendering procedures of JPC, till the time JPC deems right. The work order in such a situation will be awarded to the bidder quoting the next lowest rate. This rate will be considered L1 as the rate previously considered L1 turned out to be unworkable. This method will be adopted to continue with the above mentioned work smoothly thereby saving on time and outflow of JPC's cash.
- d) **Criteria for winning contract** - Award of the contract will be based on lowest offered rate (L1) subject to compliance of other terms and conditions in this tender. If however, two vendors quote the same L1 rate, they would have to make spot quotations before the Purchase Committee of JPC. The vendor quoting the lowest amount at this juncture, would be selected.
- e) **Security Deposit** – JPC would issue a 'Letter of Intent' for the L1 vendor seeking Security Deposit. The Security Deposit is five per cent of the total job value minus the amount already submitted for EMD by the vendor. The Security Deposit has to be submitted by the vendor within seven working days from the date of issuance of the 'Letter of Intent'. The Security Deposit must be:
- In the form of Demand Draft.
 - On completion of the Agreement satisfactorily, the Security Deposit would be refunded to the 'service provider' on receipt of confirmation of clearance of all final dues and satisfactory fulfilment of statutory obligations plus no objection certificate from all the employees of the said 'service provider' regarding payment of their salary, PF and all other statutory dues.
 - No interest will be payable on Security Deposit. However, in case of premature termination of Agreement on the part of the Service provider or in the event of the Service provider committing any breach of Agreement or grave misconduct resulting in termination of the Agreement by JPC, the Security Deposit will be forfeited.
 - In case of failure on the part of the successful vendor to submit the security deposit within the stipulated period, his/her EMD shall be forfeited.
 - The Security Deposit shall be for the due and faithful performance of the contract and shall remain binding notwithstanding such variation, alteration or extension of time as may be made, given, conceded or agreed to between Contractor and JPC in the contract.
 - The Security Deposit furnished by Contractor will be subject to the terms and conditions of this contract and JPC will not be liable for payment of any interest on the Security Deposit or any depreciation thereof.
 - The Security Deposit shall be released on application by the Contractor after the expiry of contract period and after the Contractor has discharged all his obligations under the contract and produced a certificate of 'satisfactory duty' from the Indenting Department of JPC and a "No Dues Certificate" from the vendor itself, and also from the staff deployed by the vendor at the JPC with regard to statutory and other payments.
- f) The successful bidder will execute a formal Agreement on non-judicial stamp paper of Rs.100/- within 30 days from the date of receipt of Work Order. The notice inviting Tender, Instructions to bidders, 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.

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- g) The successful vendor will have to deposit a cancelled cheque and a copy of self certified PAN Card.
- h) If the L1 vendor refuses to carry out the job or creates any disturbance, JPC can award the work order to the L2 bidder provided he/she would be ready to work at the L1 rate on same terms and conditions.
- i) JPC however, reserves the right to accept the tender or reject any or all the tenders without giving any reason thereof, whatsoever.

8. Wages & other facilities/allowances:-

- (i) The contractor shall be fully responsible to comply with all his statutory obligations as employer including all contributions under PF & Pension Scheme (EPF), etc, under the Employees Provident Fund and Misc. Provision Act, 1952, Employees Deposit Linked Insurance (EDLI), Employee State Insurance Act, 1948, The West Bengal Workmen's House Rent Allowance Act.1974 etc. and all other such obligations/liabilities like bonus - 8.33% per annum, leave wages 4.16% per annum, HRA 13%, ESI - 4.75%, PF, Admn., Inspection Charges @13%, Retrenchment benefit shall be recovered @4.16% of the total monthly wages for the retrenchment compensation from their running bills.
- (ii) All the holidays including National Holidays as applicable shall be observed by the contractor for his workmen and shall be paid holiday wages by the contractor.
- (iii) The contractor shall pay Rs.250/- (Rupees two hundred fifty only) per month to each worker towards washing allowance.
- (iv) Two sets of uniforms - white terry cotton shirt and trousers, a pair of black shoes and a sweater during winter must be given to the office boys and driver. The uniforms for the unskilled workers may be given as per the vendor's discretion.

9. TERMS OF PAYMENT

- a) "The labour payment every month should be made as per the wage structure of Government of West Bengal for Minimum Rate of Wages on Employment of **Construction or Maintenance of Roads or in Building operations in the state of West Bengal as per latest notifications issued by Govt. of West Bengal, office of the Labour Commissioner** from time to time".
- b) A copy of Circular dated 17. 01. 2019 of the Govt. of West Bengal Office of Labour Commissioner on minimum rates of wages of the various categories of employees in the employment of *Construction or Maintenance of Roads or in Building operations in the state of West Bengal* is enclosed for reference. Minimum wages should be considered from the latest of this circular.
- c) The monthly payment must be made at site in presence of the representative of JPC Management.
- d) The payment should be must be compulsorily made within 5th of the month (not depending on the bill of JPC). If the vendor fails to pay salary on the scheduled date as already mentioned and makes it a regular habit, JPC will serve letters of warning. On serving of the third such letter, the contract will be called off and the security deposit submitted by the vendor will be forfeited.
- e) The Contractor will arrange for signatures in PF, ESI & other statutory forms by his employees engaged in Ispat Niketan under this contract immediately after assuming the charge.

Signature with Date
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- f) **"With every month's bill (except the first month's bill) copy of PF, ESI, wage sheet & GST Deposit Challan of the previous month must be attached. Otherwise, the bill will not be passed for payment".**
- g) The Contractor shall make regular and full payment of labour charges, salaries and other payments as due, as per the labour laws to its personnel deputed under service contract and furnish necessary proof whenever required.
- (i) The payment to contract labour shall include Minimum Wage, PF, ESI, Bonus, HRA, Retrenchment Benefit, Leave-salary, etc.
 - (ii) **Minimum wages shall be payable as per rates applicable under in Building Operations prevalent in the state of West Bengal issued by the office of Labour Commissioner from time to time.**
 - (iii) Make provision for ECS payment.
 - (iv) The contractor shall make regular and full payment of service tax and furnish necessary proof after the payment of such tax.
 - (v) Any complaint regarding non-payment of wages to Contractor's personnel may result in termination of the Contract
 - (vi) The contractor shall supply salary slips every month to the workers employed showing the breakup of salary released to the workers (Basic, DA, VDA and deduction made on account of PF, ESI etc).
 - (vii) If PF, ESI, etc. not paid for the Contractor's personnel for the previous month the bill forwarded to JPC will not be passed.
 - (viii) Any Income Tax which JPC may be required to deduct by law or statute shall be deducted at source and the same shall be paid to Income Tax Authorities on account of Contractor. JPC shall provide the Contractor a certificate for such deduction of tax. Contractor shall indicate their Permanent Account No. with the relevant Income Tax Authority for this purpose to JPC along with the first bill.
- h) Whenever this Contract terminates/expires, the contractor shall be required to pay full terminal benefits to each of his employee, deployed at JPC, including PF dues, ESI charges, retrenchment benefit etc. and produce no dues certificate from them. Subsequently the same shall be produced to JPC and the contractor shall also furnish a 'no dues certificate' at the time of seeking release of Security Deposit.

10. PENALTY CLAUSE

1. In the event of non-performance or non-payment to the workers their required payment or any part of it, the security deposit held with JPC will be forfeited entirely and the discretion lies with JPC.
2. If the vendor fails to give salary on the 5th of every month on a regular basis, JPC will serve him/her two letters of warning. On issuance of third such letter, the contract will be cancelled. A month's notice will be served to the vendor in this case.

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11. STATUTORY REQUIREMENT

- 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 JPC indemnified against all such damage and compensation whatsoever in relation thereto.
- c) *Damage to Property* : The Service Provider shall be responsible for making good to the satisfaction of JPC for any loss or any damage to all structures and properties within the premise. If such loss or damage is due to fault and / or the negligence or wilful acts or omission of the Service provider, his employee agents, representatives or sub-contractors, he shall make good the loss as assessed by JPC.
- d) No escalation of percentage of Contractor's Service Charges and/or cost of materials / consumables shall be admissible during the term of the contract. Any increase in minimum wages to workmen as per notification of the appropriate government (presently state government) during the tenure of the contract will be reimbursed on actual and the related wage components, on submission of documents of wage disbursement to workmen along with corresponding deposit of PF & ESI. However, compensation will be limited to the difference of the minimum wages over the wages which were being paid immediately in the month preceding the issue of notification for the increased wage as per Government of West Bengal, Office of the Labour Commissioner,.....pertaining to minimum wages as for employment of construction or maintenance of roads or in building operations in State of West Bengal.
- e) **With every month's bill (except the first month's bill) copies of PF & ESI & GST Deposit Challan along with the contract labourers' PF deposit and ESI deposit slips of the previous month must be attached. Otherwise, the bill will not be passed for payment. In cases of non-payment of PF for two consecutive months the amount could be forfeited from the Security Deposit. Also the wage sheet for the labourers deployed at JPC needs to be submitted.**
- f) The contractor shall also take insurance cover protecting the agency against all claims applicable under the Employee's Compensation Act, 1923. The Contractor shall arrange necessary insurance cover for any persons deployed by him even for short duration.
- g) The contractor should deduct Provident Fund & ESI from their employees on a monthly basis and deposit the same within the stipulated time with the P F Authorities. Proof of payment at the P F authorities and ESI authorities must be produced to JPC on a monthly basis.
- h) The successful contractor needs to have ESI A/c. and their employees shall be given coverage under ESI.
- i) In the event of non-submission of statutory documents viz. P.F., ESI etc. / proof of monthly payment, the bills of the successful contractor would remain withheld and may even lead to termination of the contract of the Work Order with immediate effect.

j) **PERIOD OF CONTRACT**

The contract will be for a period of 3 (three) years starting from 1st July, 2019 and is extendable by a period of 3 months at the option of JPC at the same terms & conditions.



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k) **COMPLIANCE WITH STATUTORY LAWS & OTHER REGULATIONS**

1. Contractor shall, throughout the performance of this contract comply with all laws, rules, regulations and statutory requirements of Govt of West Bengal/ local bodies and/ or other statutory bodies as far as such bodies have jurisdiction over this Contract work and JPC shall not be liable for any action of the statutes applicable due to non-fulfilment of statutory obligations by the Contractor. The violation in the compliance of statutory provisions by the contractor will entail the cancellation of the contract.
2. The Contractor shall conform in all respects, with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority which may be applicable to the Contract work and with such rules and regulations of public bodies as aforesaid and shall keep JPC indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-law.
3. The Contractor shall get himself registered with the concerned authorities as provided under various applicable Acts and shall be directly responsible to such authorities for compliance with the provisions thereof.
4. **The workers deployed by the contractor shall remain contractor's employee only and at no time shall claim permanent absorption at JPC.**

l) **LABOUR LICENCE**

1. Contractor shall obtain Labour License in required form as prescribed under West Bengal contract labour rules with latest amendments immediately on award of this contract and furnish a copy of same to JPC within 30 (thirty) days from the date of this contract. In case Contractor fails to submit labour license within the stipulated time, the said contract may be cancelled.
2. **The contractor shall abide by the provisions of West Bengal Contract Labour Rules with latest amendments regarding condition of service.**
3. In respect of all persons employed by the Contractor, the Contractor shall comply with and implement all the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, or any amendment thereof, and all legislations and rules of the State and/or Central Government or other local authority formed from time to time. The Contractor will get himself registered with the concerned statutory authorities as provided in the Act and shall be directly responsible to the authorities there-under for compliance with the provisions thereof.

m) **PROVISION OF EMPLOYEE'S COMPENSATION ACT**

The Contractor shall be liable for any damages or compensation payable by law in respect of or in consequence of any accident or injury to any personnel or other person in the employment of the Contractor. The Contractor shall indemnify and keep indemnified JPC against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever, in respect thereof or in relation thereof. The Contractor shall at all times indemnify and keep indemnified JPC against all claims for compensation under the provisions of the Employee's Compensation Act 1923 or any other law in force by or in respect of any operators employed by the Contractor in carrying out the order and against all costs and expenses or penalties incurred by JPC in connection therewith.



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n) PROVIDENT FUND

The Contractor shall be solely responsible for deduction and contribution under the Employees' Provident Fund Act, 1952 and the scheme made thereunder as amended from time to time to the extent applicable for the purpose of this contract. Further, the Contractor shall indemnify and keep indemnified JPC against any loss or damage whatsoever that may be suffered by JPC as a result of any claims, damages, penalties for any failure, non-compliance on his part with the provisions of the aforesaid act and the scheme framed thereunder.

o) PAYMENT TO PERSONNEL

Contractor shall be solely responsible for payment of wages/salaries, other benefits and allowances to his personnel that might become applicable under Act or Order of the Government of West Bengal. JPC shall have no liability whatsoever in this regard and the Contractor shall indemnify JPC against any/all claims which may arise under the provisions of various Acts, Government Orders etc.

p) Parameters to determine L1

Bonus - 8.33% per annum, leave wages 4.16% per annum, HRA 13%, ESI - 4.75%, PF, Admn., Inspection Charges @13%, Retrenchment benefit shall be recovered @4.16% of the total monthly wages for the retrenchment compensation from their running bills and Washing allowance of Rs.250/-.

q) Reimbursements (variable) subject to production of proofs

Canteen – Rs. 15, Additional Welfare Amenity Allowance (AWA A) – Rs. 2100/- per month per person i.e. Rs.80.77 per day per person based on actual attendance, Conveyance –Rs.20 per day per person and O.T. – based on pro rata basis of minimum wages of JPC for office boys & driver. All the above rates are based on attendance. Calculation for pro rata basis will be ascertained by dividing Basic + DA of Minimum Wages by 24 days. This result will again be divided by 8 to determine one hour of O.T.

r) RIGHTS TO VARY THE CONTRACT

1. JPC shall have power to vary or alter the extent, scope and/or technical character of the work under the Contract and the Contractor shall be bound thereby as if the same occurred in the technical specifications.
2. If JPC requires, it may ask the contractor to increase or decrease the number of workers as per its job requirements.
3. JPC will not consider candidature of any contract worker for induction in the organisation.

s) SUB-CONTRACT

Contractor shall not sub-contract the Contract Work in whole or part of the work to third parties for the performance of this Contract.

t) NEGLIGENCE, DEFAULT AND RISK PURCHASE

1. If Contractor fails to execute the contract with due diligence or expedition or shall refuse or neglect to comply with any order given in writing by JPC under the Contract, JPC may give notice in writing to Contractor to make good the failure, neglect or contravention within a time frame as stated by JPC and in default of the compliance with the said notice, JPC without prejudice to its rights under the Contract, may rescind or cancel the contract holding Contractor liable for the damages that JPC may sustain in this regard.

Signature with Date
Name & Designation
Name & Seal of the Firm/Company



2. Should the Contractor fail to comply with such notice within the time as stated by JPC, JPC will have the option and shall be at liberty to take the work wholly or in part out of the Contractor's scope and may get the same executed by alternate agency at Contractor's risk and cost. This shall be without prejudice to JPC's rights under other clauses of this Contract.
3. In case of such cancellation of contract with the vendor, if the latter fails to abide by duties as per the terms of the Tender Report or work order, the job may be given to the L2 vendor, who will have to work at the L1 rate according to the same terms and conditions. This may be done without going for a fresh tendering procedure in order to save time and to facilitate proper working of the Committee.

u) Miscellaneous Conditions :

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

v) ARBITRATION

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties :



Signature with Date
Name & Designation
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The relevant clause in this regard will be as follows :

1. *In case the bidder is a Public Sector Enterprise/Central Govt Deptt, the dispute is to be settled by permanent machinery of Arbitration set up in the deptt of Public Enterprises. In such case, the arbitration clause will be as follows :*

"In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by, other party to the arbitration of one of the arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Govt of India, Incharge of the Bureau Department of Public Enterprises. The Arbitration Act, 1940 shall not be applicable to the arbitration under the clause. The award of the Arbitrator shall be binding upon) the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Addl. Secretary when so authorised by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of arbitration as intimated by the Arbitrator."

2. In case the bidder is a private party, the arbitration clause will be as follows :

"All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The parties in the dispute will share equally the cost of arbitration as intimated by the Arbitrator."

.....
In case of any queries relating to this tender please contact:

Shri Abhishek Banerjee
Dy. Manager (HR&A)
Joint Plant Committee
52/1A Ballygunge Circular Road
Kolkata – 700 019
Tel: 033 2461 4055/ 56/ 58

Anarayan Banerjee Ray
(Sayan Sen)
Sr. Manager (DB&AS) / I/C & I/C (HR&A)
6/6/19

Signature with Date
Name & Designation
Name & Seal of the Firm/Company



**LETTER OF TRANSMITTAL
(ANNEXURE I)**

From
(Full address of the Applicant)
To
The Sr. Manager (DB&AS) I/C & I/C (HR&A)
Joint Plant Committee
Ispat Niketan, 1st Floor
52/1A Ballygunge Circular Road,
Kolkata – 700 019

Sub : Submission of Tender application for Upkeep & Maintenance of office premises at JPC, HQ

Dear Sir,

In response to your Tender Enquiry Letter No. dated inviting offers for Upkeep & Maintenance of office premises at JPC, HQ 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 two months from the date of opening of the Financial Bid and if the offer is withdrawn/modified/varied before the said date of validity, the Earnest Money furnished by me/us shall stand forfeited.

I/We hereby agree to abide by the instructions provided in the Tender Notice and fulfil your, Schedule of Services, General Terms & Conditions of the contract for Upkeep & Maintenance of JPC, HQs at 52/1A Ballygunge Circular Road, Kolkata – 700 019 which shall be deemed to form an integral part of this offer and I/We herewith enclose original copies of, Invitation to Tender, Instructions to Tenderers, Schedule of Services, General Terms & Conditions duly signed on each page as token of my/our acceptance thereof (except the schedule of rates which are kept in a separate envelope).

I/We hereby further agree to notify you at any time, whether before or after acceptance of my/our tender, regarding any change in the constitution of my/our firm/company either by the death, exclusion or retirement of any partner or member or by the admission of a new partner or member. (This clause shall apply where the Tenderer is a firm/company).

I/We enclose a demand draft/pay order bearing no. dated and drawn on onBank of Rs. (RupeesThousand only) in favour of Joint Plant Committee, being the Earnest Money Deposit (EMD) and the receipt for purchase of Tender Documents.

I/We note that no interest shall accrue on the Earnest Money Deposit. EMD without interest shall be refunded to the unsuccessful Tenderer (s). But it will be retained by you towards the Security Deposit in the case of successful Tenderer for the due fulfillment of the contract.

We certify that all the statements made and information supplied in the enclosed forms are correct. We have furnished all information and details necessary and have no further pertinent information to supply. We authorize JPC to approach individuals, employers, firms and corporations to verify our competence and general reputation.

Thanking you,

Yours faithfully,

(Signature of the Tenderer)
Seal of the Tenderer

Date : _____



Checklist of Documents to be enclosed

Annexure II

NAME OF THE TENDERER : _____

Envelop No. 1 will contain DD for Rs.15,000/- towards EMD and copy of Receipt/dd for Rs.500/- for cost of Tender	Yes/No
Envelop No – 2 (Technical bid)will contain the following documents:-	
Letter of Transmittal	Yes/No
Check list of documents	Yes/No
Profile of the bidder	Yes/No
Certificates of Previous Experience	Yes/No
Copies of work orders substantiating experience	Yes/No
Copy of GST certificate	Yes/No
Copy of PAN Card	Yes/No
Copy of PF registration	Yes/No
Copy of ESIC registration	Yes/No
Copy of Trade License	Yes/No
Copies of Balance Sheets/P&L Account for last 3 yrs, 2015-16, 16-17, 17-188	Yes/No
All pages of Tender Documents duly signed by the bidder	Yes/No
Proof of Nature of Firm	Yes/No
Compliance status against each of the eligibility criteria with supporting documents / undertakings	Yes/No
Envelope No. 3 (Financial Bid) - should contain the following document :	
Financial Bid as per proforma duly signed with date	Yes/No

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

Signature with Date
Name & Designation
Name & Seal of the Firm/Company



Profile of Vendor

1.	Name of the Tenderer	:	
2.	Full address along with telephone no.	:	
3.	Ownership details	:	
4.	Status of the company (Limited, PSU, SSIC etc) 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.	GST No. PAN Number (attach photocopy)	:	
10.	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)	:	
11.	Code No. under Employees PF Scheme (Attested copy of certificate / letter of PF authorities to be submitted before award of the contract.)	:	
12.	Code No. under ESI (Attested copy of certificate / letter of ESI authorities to be submitted before award of the contract)	:	
13.	Whether terms and conditions as mentioned in the tender documents are acceptable	:	
14.	Earnest Money - Details of Bank Draft	:	
15.	Cost of Tender Documents downloaded from website(details of Bank Draft)	:	

16. Clients of Vendor and Service Provided :

Sl. No.	Name of the Client	Services provided as per scope
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Signature with Date
Name & Designation
Name & Seal of the Firm/Company

Annexure IV

Items to be provided by the Vendor each month :

Sl. No.	Product	Make/Brand
1.	Phenyl – 10 ltrs.	Bengal Chemical
2.	Liquid Hand Soap – 15 ltrs. ;	Dettol
3.	Toilet cleaner – 5 ltrs. ;	Harpic
4.	Furniture/Glass cleaner – 5 Bottles	Colins
5.	White Duster	1 Dz
6.	Thick Duster	1 Dz
7.	Napthalene balls – Bengal Chemical	1 Kg
8.	Cleaning pads –	6 Pcs.
9.	Cleaning Powder - 2 Kgs	Vim
10.	Floor Wash Soap – 5 ltrs	
11.	Room Freshener – 4 Pcs. (400 ml. each)	Godrej- Aer
12.	Fragrance – 1 Dz (Big Size)	Odonil

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

Signature with Date
Name & Designation
Name & Seal of the Firm/Company



(Annexure V)

FINANCIAL BID
(To be enclosed in a Separate Envelope)

Consolidated Monthly Rate exclusive of GST and inclusive of Service Charge	
In figures (Rs.)	In words (Rupees)

SIGNATURE OF THE TENDERER
With seal

Name:

Date:

Notes:

1. No separate charge of any nature would be payable on any account.
2. Rates shall be quoted both in figures and in words, any offer containing clerical or arithmetical mistakes shall be liable for rejection.
3. If the rate in figure and that in words are not same, the one of the lower amount would be considered.
4. 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.**
5. Service charges or any other statutory levies has to be paid by the Service provider and included in the rates being quoted.
6. Cost of all the products mentioned in Annexure IV should be included in the quoted rates of the Financial Bid (here the costs of products would be inclusive of GST).
7. The rate should include employee remuneration such as PF/ESI contribution, bonus, house rent allowance, terminal benefits, leave salary and all other emunerations as mentioned in the tender.
8. The labour payment every month should be made as per the wage structure of Government of West Bengal for Minimum Rate of Wages on Employment of Construction or Maintenance of Roads or in Building operations in the state of West Bengal as per the latest (2019) notifications issued by Govt. of West Bengal, office of the Labour Commissioner from time to time" ..
9. A copy of Circular dated **29.05.2019 [w.e.f. 1st July 2019]** of the Govt. of West Bengal Office of Labour Commissioner on minimum rates of wages of the various categories of employees in the employment of *Construction or Maintenance of Roads or in Building operations in the state of West Bengal [Zone A]* is enclosed for reference. Minimum wages should be considered from the latest publication of this circular.

-:oOo:-



Signature with Date
Name & Designation
Name & Seal of the Firm/Company



Government of West Bengal
Office of the Labour Commissioner, Statistics Section,
6, Church Lane, 3rd floor, Kolkata – 700 001.

Memo No: 152/Stat/2RW/32/94/LCS/JLC.

Dated: 29.05.2019

CIRCULAR

The following shall be the minimum rates of wages in the employment of **Construction or Maintenance of Roads or in Building Operations** in the State of West Bengal as per notification number 439-MW/2W-11-2010 Dated 21.09.2011. These rates have become effective from **01st July, 2019 to 31st December, 2019.**

Categories of Employees	Monthly Minimum Rates of Wages	
	Zone A	Zone B
Unskilled	Rs.8177.00	Rs.7175.00
Semi-Skilled	Rs.8995.00	Rs.7892.00
Skilled	Rs.9895.00	Rs.8681.00
Highly Skilled	Rs.10884.00	Rs.9550.00

The classification of employees is as follows:-

Unskilled Workers : BajriSreader, Beldar (Adult Male/Female), Beater Woman, Bellow man, Chain Man, Boat Man, Bucket Man, Carrier (Stone), Carrier (Water), Cart man, Caretaker (Bridge), Cleaner (Crane Track, Cinder for Ash Pit), Chowkidar, Hand Mixer (Concrete), Daffader, Driver (Bullock, Camel, Donkey, Mule), Flagman, Flagman (Blast Train), Gate Man, Gang man, Gating man (Permanent Way), Handle Man, Jumper Man, Kamin(Female Work), Khalasi, Khalasi (Male/Female, Bridge, Electrical, Marine, Moplah, Store, Steam Road, Shore, Roller, Survey), Labourer (Garden), Lamp man Mail, Mazdoor, Lorry Trainer, Petrol man, Peon, Searcher, Signal man, Strikers, Striker (Moplah Gang), Sweeper, Tile Turner, Trolley man, Valve Controller, Valve man, Woodcr Woman, Borryman, Coalman, Condenser Attendant, Grass Cutter, MuchhersJamadars, Condenser Attendant, Shunters, Gharami (Helper) and any other categories, by whatever name called, which are of an unskilled nature.

Semi-skilled workers: Balchawala, Bhisti, Bhisti (with Mushk), Boatman (Head), Breaker (Rock, Rock-Stone, Stone Metal, Stone), Cane Weaver, Chairman (Head), Charpoy Stringer, Checker, Chowkidar (Head), Cracker, Daftri, Dolly man, Driller, Drillers (Hole, Rock), Driver (Skin), Excavator, Foreman, Fireman, Fireman (Brick Kiln, Steam Road Roller), Gale Keeper, Gharami (Thatcher), Glassman, Greaser-cum-Fireman, Grinder, Hammer man, Helper (Artisan), Helper (Sawyer), Jamadar, Key man, Khalasi (Head Survey, Riverttrs, Mophah Gang, Supervisory), Labourer (Rock cutting), Lascar, Mali

Contd.....P/2.

(Head), Mate, Mate (Blacksmith, Road, Carpenter, Engine Driver and/or Feeder, Fitter, Gang, Khalasi, Mazdoor Mason, Permanent Way, Lift Operator, Pump Operator, Pump Driver (Turner), Mazdoor (Heavy Weight), Charge-man Mistri (Head), Muccadam, Night Guard, Runner (Postdak), Oil man, Quarry man, Quarry Operator, Stone man, Stocker, Thatcher, Stockers and Boilerman, Thoombaman (Spade worker), Tindals, Trolley man (Head, Motor). Fitter (Assistant, Semi-skilled), Jamadar (Semi-skilled), Mate (Store), Pump Attendant, Bearer, Breaks man, Crowlder man, COOK, Dandee, Farash, Hacksaw man, Helper (Locco/Crane/Truck), Kasab, Khalasi (Structural), Laboratory Boy, Manjhee (Boatman), Masalchi, P.M. Mates, Pointsman, Sencummy, Topaz, Topkar (Big Stone breaker), Trolley Jamadar, Winch man, Assistant Wireman, Carpenter (Helper), Mason (Helper), Blacksmith (Helper), Fitter and machine (Helper), Tar man, Persons engaged in Fire fighting, any other categories, by whatever name called, which are of semi-skilled nature.

Skilled Workers : Assistant Mistry, Armature Winder Grade II and III, Bhandari, Blacksmith (Selection Grade II, III, Class II and III), Boiler man, Boiler man Grade II and III, Boiler Foreman Grade II, Work (Assistant), Brick-Layer, Brick-Layer (Selection Grade Class II), Blaster, Carpenter (Selection Grade, Grade II and III, Class II and III, Assistant B.I.M. Road), Cabinet Maker, Cane man, Celotax Cutter Maker, Charge man Class II and Class III, Carpenter (Ordinary), Checker (Junior), Chick maker, Chick man (Junior), Concrete Mixture Mixer, Concrete mixer operator, Cobbler, Coremaker, Driver, Driver (Motor Vehicle, Motor Vehicle Selection Grade Motor Lorry, Motor Lorry Grade II, Diesel Engine, Diesel Engine Grade II, Mechanical, Road Roller I.C. and Cement Mixer etc. Road Roller, Road Roller Driver Grade II, Driver (Engine Static, Stone Crusher, Tractor/Bull Dozer, Steam Road Roller, Water Pump, Mechanical Assistant, Road Roller Mechanical, Stream Crane, Tractor with Bull Dozer Mechanical, Transport, Engine Static & Road Roller, Boiler Attendant Engine Operator (Stone Crusher Mechanical), Distemper, Electrician, Electrician (Grade II, Class II, Class III), Fitter, Fitter (Selection Grade, Grade II and III, Class II and III Assistant, Pipe Class II, Pipe Line, Bending Bars for reinforcement-cum-mechanic, Mechanic and Plumber), Gharami (Head), Glazier, Hole Driller for Blasting, Joiner, Joiner (Cable, Cable Grade II), Line Man (Grade I, III, HT/LT), Mason, Mason (Selection Grade, Grade II and III, Class II and III, Class B Mistry), Stone, (Stone Class II, Brick Work, Stone Work), Brick-layer, Tile Flooring, B.I.M., Muccadam (Head), Stone Cutting Ordinary Mechanic, Mechanic, Mechanic (Class II, Air-conditioning Grade II, Diesel Grade II, Road Roller Grade II, Assistant Radio), Mason (Gharami), Mistry, Mistry Survey, Santras, Works), Mason Class A, Moulder, Moulder (Brick, Tile), Painter, Painter (Selection Grade, Grade II and III, Class II), Assistant Lotter and Polisher, Polisher (Rough), Plastener, Plaster (Mason Grade II), Plumber, Plumber (Selection Grade, Class II, Assistant Senior, Junior Mistry Grade II), Plumbing Mistry, Plumber-cum-Fitter, Polisher, Polisher (Floor), Pump Driver, Pump Driver (Selection Grade, Grade II and III, Class II), Pump Driver (Selection Grade), P.E. Driver, Pump Man, Rivet Cutter (Assistant Riveter), Riveter (Cutter), Road Inspector Grade II, Railway Plate Layer, Bender, Sawyer, Sawyer (Selection Grade Class II), Serang, Serangpile Driving Pantoons with Boiler Shapes man, Shift-in-charges, Spray man, Spray man (Roads), Stone, Cutter (Class II), Stone Blasterer, Sub-overseer (Unqualified), Surveyors, Surveyors (ASSISTANT) Tailor, Tailor (Upholstery), Tran sprayer, Tar Man, Line Man, Tiler Clas II (Wall, Floor Roof), Tiler (Selection Grade), Tin-Smith, Tin-Smith (Selection Grade, Grade II and III, Class II), Tinker, Trailors, Turner, Upholsterer, Upholsterer (Grade II and III), Painter spray (Class II), Wood Cutter, Wood Cutter Selection Grade, Wood Cutter Class II, Work Sircar, Welder, Welder Gas, Welder (Class II, Bridge Work), Well Sinker, White Washer, White Washer (Selection Grade, Class III), Wireman, Wireman (Grade II & III), Mechanic, Electrical), Whitewashing & Colour-Washing Man, Operator Pneumatic Tools, Operator (Fitter), Bore man, Borer, Chipper, Chipper-cum-Grinder, Cook (Head), Driller (Well boring), Driver (Loco/Truck), Electrician (Asstt.), Mechanic (Tube-well), Mistry (Steel, Tube-

Contd.....P/3

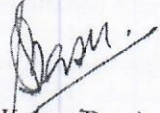
well), Telephone (Meter Reader), Meteorological Observer, Navghani, Operator (Batching Plant, Cinema Project, Clamp Shelf, Compressor, Crane, Dorrick, Diesel Engine, Doser, Dragline, Drill Dumber, Excavator, Fork Lift Generator, Grader, Jack Hammer and Pavement Breaker Loader, Pump, Pile Driving, Scrapper, Screening Plant, Shovel, Tractor (Vibrator, Weight Batcher), Railway Guards, Repairer (Battery), Sharpener/Slotter, Sprayer (Asphalt), Station Master, Surveyor (Silt), Tradesman, Train Examiner, Turner/Miller, Tyre Vulcaniser, any other categories, by whatever name called, which are of skilled nature. M.C Clerk/Munshi (Matriculate, Non-matriculate), Store Clerks (Matriculate, Non-matriculate), Store Issuer, Store Keeper, Store Keeper (Grade I, II) (Matriculate, Non-matriculate), Tool Keeper, Work Munshi, Work Munshi(Subordinate), Accounts Clerk, Clerks, Computer, Telephone Operator, Typist, any other categories, by whatever name called, which are of clerical nature.

Highly Skilled Workers: Armature Winder Grade I, Blacksmith Grade I and Class I, Boiler man Grade I, Boiler man Foreman Grade I, Brick Layer Class I, Cable Joiner Grade I, Carpenter Grade I and Class I, Celotes Cutter and Decorator, Charge man Class I, Checker (Senior), Driver (Lorry Grade I, Motor Lorry Grade I, Motor Vehicle Class I and Diesel Engine Grade I, Road Roller Grade I, Pump Grade I, Pump Class I), Electrician (Grade I and Class I), Fitter (Grade I, Class I), Pipe Class I (Head), Foreman (Asstt.), Line Man Grade I, Mason (Skilled Grade I, Class I), Mast Rigger Mechanic Class I and Class II, Mechanic (Diesel Grade I, Road Roller Grade I, Air-conditioning Grade I, Class I), Air-conditioning Mistry Grade I, Mistry (Air-conditioning Grade I), Overseer, Overseer (Senior and Junior), Painter (Grade I, Class I, Spray), Plaster (Mason) Class I, Plumber (Head) Class I, Mistry Grade I, Polisher (with spray) Grade I, Road Inspector Grade I, Sawyer Class I, Stone Cutter Class I, Stone Chisler Class I, Stone Mason Class I, Sub-Overseer (Qualified), Tiler Class I, Tin-smith Grade I and Class I, Upholsterer Grade I, Varnisher Class I, Welder (Gas) Class I, White Washer Class I, Wireman Grade I, Class I, Wood Cutter Class I, Grinder (Tool) Grade I, Operator (Batching Plant Grade I, Clamp Shell Grade I, Compressor Grade I, Crane Grade I, Diesel Engine Grade I, Dozer Grade I, Dragline Grade I, Drill Grade I, Dumper Grade I, Excavator Grade I, Fork Lift Grade I, Generator Grade I, Grader Grade I, Leader Grade I, Pile Driving Grade I, Dump Grade I, Scrapper Grade I, Screening Plant Grade I, Shovel Grade I, Shovel and Dragline, Tractor Grade I, Vibrator Grade I, Rigger Grade I, Rigger Grade II, Sharpener/Slotter Grade I, Shovel and Dragline Tractor Grade I, Tradesman Class I, Turner/Miller Grade I, Tyre Vulcanizer Grade I, Work (Asstt.) Grade I, Fire Fighting Supervisor/Leader, any other categories, by whatever name called, which are of highly skilled nature;

Implementing areas: Zone 'A'=(i) Areas Notified under Kolkata Metropolitan Development Authority(KMDA), (ii) Asansol Municipal Corporation, (iii) Durgapur Municipal Corporation, (iv) Siliguri Municipal Corporation, (v) Digha-Shankarpur Development Authority, (vi) Thermal Power plant areas including Township areas, (vii) All the Municipal areas in different Districts, (viii) All the Sub-Divisions in the districts of Howrah, Hoogly, Burdwan and 24- Parganas (N)[excluding Barasat and Basirhat], (ix) Alipur Sub-Division and Baruipur Sub-Division in the district of 24-Parganas(S), (x) MidnaporeSadar Sub-Division and Kharagpur Sub-Division in the district of West Midnapore, (xi) Siliguri sub-division in the district of Darjeeling, (xii) Bankura Sub-Division and Bisnupur Sub-division in the district of Bankura, and (xiii) Raghunathpur Sub-Division in the district of Purulia;

Zone B=Rest of West Bengal.

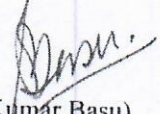
- (a) To arrive at daily rates, monthly rates will have to be divided by 26 and to be rounded off to the nearest rupee and to arrive at weekly rates, daily rates will have to be multiplied by 6;
- (b) A normal working day shall consist of eight and half hours of work including interval for half-an-hour for rest;
- (c) One day in any period of seven days as may suit the local convenience shall be the day of weekly rest;
- (d) The minimum rates of wages include the wages for weekly day of rest. Payment for work done on the day of weekly rest and for work done beyond the normal working hours shall be double the ordinary rate of wages. The workers employed on high rise building or any structure over 30 ft. in height as also workers engaged in tunnel work shall be paid 20% of the minimum wages fixed under the notification for appropriate category as extra wages;
- (e) Where the existing rates of wages of any employee based on contract or agreement or otherwise are higher than the rates notified herein, the higher rates shall be protected and treated as minimum rates of wages applicable for the purpose of this notification to such employees;
- (f) The minimum rates of wages are applicable to employees employed by contractors also;
- (g) The minimum rates of wages for disabled persons shall be same as payable to the workers of appropriate category;
- (h) The men and women employees shall get the same rates of wages for the same work or work of similar nature;
- (i) The minimum rates of wages and Variable Dearness Allowance, if any, both constitute the minimum rates of wages and shall be enforceable under the Minimum Wages Act, 1948 (11 of 1948).


(Samir Kumar Basu)
Joint Labour Commissioner,
West Bengal.

MEMO NO: 152/1(4)/Stat/2RW/32/94/LCS/JLC.

Dated: 29.05.2019

1. The Principal Secretary, Labour Department, New Secretariat Buildings, 12th floor, 1, K.S. Roy Road, Kolkata - 700 001.
2. The Labour Commissioner, West Bengal, N. S. Buildings, 11th Floor, Kolkata-1. This has reference to his kind approval dated 28.05.2019.
3. The Secretary (Central Trade Unions/ All Chambers of Commerce),
.....with the request to circulate this among his constituents.
4. The Joint/Deputy/Assistant Labour Commissioner.....With the request to circulate this among the Inspectors, M.W. under his jurisdiction.


(Samir Kumar Basu)
Joint Labour Commissioner,
West Bengal.

