

Tender No. 1/JLC-ASN/2016-17

e-QUOTATION DOCUMENT

FOR

HOUSEKEEPING CONTRACT

Of

“Shramik Bhawan”,

Kalyanpur Satellite Township Project,

Asansol-713305, Dist: Burdwan

Phone & Fax: 0341-2256056

Email: jlc.asansol@gmail.com

Website: <http://wbtenders.gov.in>

Labour Commissionerate
Government of West Bengal

Website: www.wblc.gov.in

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Section-I



Office of the Joint Labour Commissioner, Asansol
Mahaprabhu Bhawan, Burnpur Road,
Asansol-713304, District - Burdwan

Memo No. 635/JLC-ASN/EST-13/2016

Date : 12.07.2016

NOTICE INVITING e-QUOTATION
e-QUOTATION No. 1/JLC-ASN/2016-17

The Joint Labour Commissioner, Asansol, Mahaprabhu Bhawan, Burnpur Road, Asansol-713304 invites e-quotation (item rates) from eligible firms/companies/individual for providing Manpower for housekeeping services for "Shramik Bhawan", Kalyanpur Satellite Township Project, Asansol-713305 as per Schedule given in Section-II.

Sl. No	Name of Work	Earnest Money (Rs.)	Cost of Tender Documents at the time of Formal Agreement (Rs.)	Estimated amount	Eligibility of Bidders to submit tender
1	Providing Manpower for housekeeping services within the boundary of the entire premises along with permanent installations and fire fighting equipments round the clock in all days for "Shramik Bhawan", Asansol-713305 for 1 (One) year	Rs. 50,000/- only by remitting DD in favour of " Assistant Labour Commissioner, Asansol " payable at Asansol	As per Notification No. 199-CRC/2M-10/2012 dated 21.12.2012 Amount as per and U.O. No. 111 dated 18.07.2011 of Finance (Audit) Department not payable during participating in e-tendering	To be quoted by the bidder in format BOQ (Online)	Resourceful Bonafide contractors having experience in similar nature of work. (Detail as per Sec - IV)

1. In the event of e-filling, intending bidder may download the e-quotation documents from the website : <http://wbtenders.gov.in> directly with the help of 'Digital Signature Certificate'. EMD may be remitted through demand draft issued from any Nationalized Bank in favour of "**Assistant Labour Commissioner, Asansol**", payable at **Asansol** and also to be documented through e-filling (scanned copy of the original). EMD should be submitted through demand draft by all participating bidders. The prospective bidders who will upload their bid documents and subsequently fail to submit the EMD shall be debarred from the participation in any bid process of this Office in future. The L1 bidder shall submit the hard copy of the draft to the quotation inviting authority with his acceptance letter of the LOI.
2. Both Technical bid and Financial Bid are to be submitted concurrently duly signed digitally in the website: <http://wbtenders.gov.in>.

Section-II

SCHEDULE OF HOUSEKEEPING CONTRCT FOR MANPOWER DEPLOYMENT AT SHRAMIK BHAWAN, KALYANPUR SATELLITE TOWNSHIP PROJECT, ASANSOL-713305

Sl. No	Job Description	No. of Manpower Required	Shift	Remarks
1	Security Personnel for 2 Gates. 2 in each shift	6	6am-2pm 2pm-10pm 10pm-6am	1X2gates=2 1X2gates=2 1X2gates=2
2	Security Personnel for Office Building (in house).	8	10am-6pm	2X4floors=8
3	Housekeeping.	2	10am-6pm	For entire office premises with all floors
4	Multitasking job	3	1 in each shift of 8 hours	One for Official work and Two for Guest House/Official Work
5	Supervisor	1	10am-6pm	Overall in charge of the team

Total Mandays = 6193

Houskeeping includes proving Security, sweeping, cleaning and scavenging services etc as per Finance Dept. (Audit Br.), Govt. of W.B. Notification No. 8902-F(Y) dated 19.12.2013.

Section-III

IMPORTANT DATES AND INFORMATION

Sl. No.	FAQ	Answer
1	Date of uploading of NIT Documents (Online Publishing Date)	12 th July, 2016 at 02:00pm
2	Documents download start date (Online)	13 th July, 2016 at 11:00am
3	Documents download end date (Online)	04 th August, 2016 at 011:00am
4	Bid Proposal submission start date (Online)	15 th July, 2016 at 11:00am
5	Bid Proposal submission end date (Online)	04 th August, 2016 at 011:00am
6	Date and time of opening of Technical Proposals (Online).	04 th August, 2016 at 02:00pm
7	Date of uploading list for Technically Qualified Bidder (Online)	After Opening of Technical Bid
8	Date for opening of Financial Proposal(Online)	After Technical Evaluation
9	Date of uploading of list of bidders along with their rates (Online).	After Technical Evaluation
10	Venue of Bid opening	Office of the Joint Labour Commissioner, Asansol, Mahaprabhu Bhawan, Near Police Line, Burnpur Road, Asansol-713304, Dist – Burdwan.
11	Validity of Tender	120 days from the date of opening of tender
12	Total Number of pages of Tender Document	19 pages

Section-IV

MINIMUM ELIGIBILITY CRITERIA

1. The Financial evaluation shall be carried out only in respect of those bidders whose bid meets the Technical criterion.
2. Bid Security (EMD): Rs. 50,000.00 (Rupees Fifty Thousand Only) as EMD amount is to be submitted along with the tender document only in the form of Demand Draft drawn in favour of “**Assistant Labour Commissioner,Asansol**”, Payable at Asansol.
3. The agency shall be a Limited Company or a Private Limited Company registered under the companies Act 1956/partnership firm or a proprietorship. **For proof, self- attested/attested copy of Certificates of Incorporation / partnership deeds or any other valid document issued by the respective registrar of firms/companies may be submitted. In case of Proprietorship firm, Self-declaration or self-certificate supported by PAN in the proprietor name would suffice.** The Bidder should have a valid PAN issued by the Income Tax department. Bidder shall have valid Service Tax Registration.
4. The agency shall be registered with Employees Provident Fund Organization and Employees State Insurance Corporation. Attested copies of relevant document in this regard should be attached in the tender document.
5. The agency should have minimum three years’ experience in providing housekeeping services consecutively in the Government departments / Public sectors (Central or State) / Private limited company at the time of submitting the tender. Attested copy of relevant document in this regard should also be attached in the tender document
6. Income Tax Return of the company/firm /proprietor for the past three years should be enclosed.
7. Service Tax Return of the Company/firm for the past three years should be enclosed.
8. EPFO (monthly return) for the last two months should be attached.
9. Certificate from Home (Police) Department, Govt. of West Bengal.

Section-V

CONTACT DETAILS FORM

(to upload with digital signature in technical bid)

General Details of Bidder

1. Name of the Company
2. Name and Designation of
Authorised Signatory
3. Communication Address
-
4. Phone No./ Mobile No.
5. Fax
6. E-Mail ID.
7. S.T. REGN. NO.
8. PAN NO.

Particular Details of the Bidders Representative'

1. Name of the Contact Person
2. Designation
3. Phone No.
4. Mobile No.
5. E-Mail ID.

Section-VI

TECHNICAL BID DOCUMENT

Sl. No.	Particulars	***
1	Name of the Bidder/Firm: Office Address, Telephone No., Fax No., Mobile No., E-mail (a s registered in trade license, deed, POA, MOA etc.)	Scanned Copy to be uploaded
2	EPFO Registration No. (Document of deposit challans submitted for the last three months)	Scanned Copies to be uploaded
3	ESIC Registration No. (Document of deposit challans submitted for the last three months)	Scanned Copy to be uploaded
4	Present Employers certificate	Scanned Copies to be uploaded
5	Experience certificate from existing employer/past employer should be enclosed for Three years.	Scanned Copies to be uploaded
6	Income Tax Return for the Past three years (2012-13, 2013-14 & 2014-15)	Scanned Copies to be uploaded
7	Service Tax Return for the past three years (2012-13, 2013-14 & 2014-15)	Scanned Copies to be uploaded
8	Valid License from Home (Police) Department	Scanned Copy to be uploaded
9	DD for Rs. 50,000/- (Fifty thousand) only drawn in favour of " Assistant Labour Commissioner, Asansol " Payable at Asansol.	Scanned Document to be uploaded
10	PAN Card	Scanned Document to be uploaded
11	P.Tax Challan for 2016-17	Scanned Document to be uploaded
12	VAT Registration Certificate	Scanned Document to be uploaded

Section-VIIA

GENERAL INSTRUCTIONS TO BIDDERS

1. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in this section before tendering the bids.
2. Conditional / Incomplete tender will not be accepted.
3. For the Bidding / Tender Document Purposes, Office of the Joint Labour Commissioner, Asansol, Mahaprabhu Bhawan, Burnpur Road, Asansol-713304 shall be referred to as 'Office' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or Bidder or interchangeably.
4. While all efforts have been taken to avoid errors in the drafting of the tender document, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
5. The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.
6. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids without EMD of requisite amount, or any other requirements, stipulated in the tender documents are **liable to be rejected**.
7. The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the office of the Joint Labour Commissioner, Asansol
8. For all purposes of the contract, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post to the Office of the Joint Labour Commissioner, Asansol. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
9. Validity of the Bids: The quoted bids shall have the validity for a period of 120 days from the date of opening of the tenders.
10. Opening of Tender: The Bidder either himself or through an authorized person may remain present at the time of opening of the tender. The person attending the opening of the tender on behalf of the Bidder should bring with him a letter of authorization as proof.
11. Right of Acceptance: The Office of Joint Labour Commissioner, Asansol reserves all rights to reject any or all tenders without assigning any reason.
12. Communication of Acceptance - Successful bidder shall give acceptance within 10 days from the date of receipt of the work order, failing which, the work order issued stands cancelled and the EMD will be forfeited.

13. Successful bidder shall provide dress, shoes and socks to the deployed manpower at their own cost and reimburse it.
14. Corrigendum/Amendment to the tender will be effected if required.
15. The Bidder shall bear all cost associated with preparation and submission of tender form. The bidder, at his own responsibility is encouraged to visit and examine the site of work and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the work as mentioned in this NIQ, before submitting offer with full satisfaction, the cost of such visiting shall be at his own expense.
16. The bidder shall submit the tender form legibly in English and attach copies wherever required. The intending bidders shall clearly understand that whatever may be the outcome of the present invitation of bids no cost of bidding is reimbursable.
17. The Technical Bid will be opened on in the said date and time at our office.
18. The bidder or the authorized person of the bidder are allowed to take part in the financial and technical bid opening meeting and they are required to sign the attendance.
19. Absence of bidder or representative shall not impair legality of the opening procedure
20. After opening of Technical bid and verifying the EMD amount, the technical bids shall be evaluated later on to ensure that, the bidders meet the eligibility criteria as specified in the tender document.
21. The successful bidder, whose bid has been accepted will be notified by the 'Tender Inviting and Accepting Authority' shall enter in to contract and the authorized signatory shall execute and sign the contract agreement in accordance with the article agreement and general conditions and provisions contained in the tender document before commencement of service. The notification of award will constitute the formation of contract.
22. Before issuance of the WORK ORDER, the quotation inviting authority may verify the credential and other documents of the lowest Bidder if necessary. After verification if it is found that the documents submitted by the lowest Bidder is either manufactured or false in that case work order will not be issued in favour of the said Bidder under any circumstances.
23. Financial bid will be opened for the qualified technical bidders and both lists will be displayed.

24. Employees' Provident Fund and Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948 and Payment of Bonus Act, 1965 and Contract Labour (regulation & Abolition) Act, 1972, BOCW(RE & CS) Act, 1996 should be strictly adhered to.
25. Minimum wages to the workers shall be paid according to the rates notified and/or revised by the State Government from time to time under the Minimum Wages Act, 1948 in respect of scheduled employments within the specified time as per law. If the contractor fails to pay the minimum wages and any complaint against the contractor is justified, his agreement will be cancelled and the agency will be Blacklisted. The successful bidder has to submit authenticate documents or challan of Employees' Provident Fund Organisation and Employees State Insurance Corporation against each employee under his control after every three months to this department.
26. Earnest Money: the amount of Earnest Money is to be submitted in the shape of Bank Draft of any Nationalised bank drawn in favour of "**Assistant Labour Commissioner,Asansol**)", payable at Asansol against the work. At the time of uploading the tender/ quotation, the intending Bidder should upload a scanned copy of such Demand draft along with his/ her tender.
27. The intending Bidders are required to quote the rate online only. No offline tender will be entertained.
28. Contractor shall have to comply with the provisions of (a) the Contract Labour (Regulation Abolition) Act, 1970 (b) Minimum Wages Act, 1948 and (c) Building and Other Construction Workers' (RE&CS) Act, 1996. The contractor is required to obtain valid registration certificate and labour license from Regional Labour Office, Asansol to comply with the above act.
29. In case of any objection regarding prequalifying an agency, that should be lodge to the Joint Labour Commissioner, Asansol within 1 day from the date of publication of the list of qualified agencies and beyond that time schedule no objection will be entertained.
30. Before issuance of the WORK ORDER, the tender inviting authority may verify the credential(s) and/ or other document(s) of the lowest Bidder, if found necessary. After verification, if it is found that the document(s) submitted by the lowest Bidder is/are either manufactured or false, the work order will not be issued in favour of the said Bidder.
31. Intending Bidders are required to submit online attested/ self-attested photocopies of valid partnership deed (in case of partnership firm), current Professional Tax Deposit Challan/ Professional Tax Clearance Certificate, PAN Card, VAT, Trade License [Non statutory documents].

32. Earnest Money in the form **Demand Draft payable to the “Assistant Labour Commissioner,Asansol)”**, payable at Asansol must be deposited in soft copy.
33. Contact Details Form (Sec-V) duly digitally signed by the applicant to be submitted alongwith technical proposal.
34. If the dates fail on holidays or on days of bandh or natural calamity, the dates defer to next working days.
35. All Bidders are requested to be present during online opening of tenders positively. If considered necessary, instant online bid may be conducted immediately after opening of tenders to lower down rates and in no case his/ their absence will stand against holding the same.
36. In case of inadvertent typographical mistake found in the specific price schedule of rates, the same will be treated to be so corrected as to confirm with the prevailing relevant schedule of rates and/ or technically sanctioned estimate.
37. Details of Tax shall be as below as per provision of section 40 of the W.B. VAT Act, 2003 with effect from 01.08.2006
 - (a) (i) 3% (Three Percent) when the contractor is registered under that VAT Act and such registration is valid on the date of making such payment (for which the valid VAT Registration Certificate is to be produced by the contractor along with a declaration from the contractor that his certificate of registration is valid to the best of his knowledge and that he will intimate the contractor i.e. Joint Labour Commissioner, Asansol, in case of any notice issued by Commercial Taxes Authority regarding the cancellation of his certificate of registration.)
(ii) 5% (Five Percent), in all other cases.
 - (b) BOCW Cess @ 1% (One Percent) of the cost of construction works will be deducted from the bills of the contractors on all contracts awarded on or before 01.11.2006 in pursuance of G.O. No. 599A/4M-28/06 dated 27.09.2006.
38. Successful Bidders will be required to obtain valid Registration Certificate & Labour License from respective Regional Labour Office, Asansol under the Building and Other Construction Workers’ (RE&CS) Act, 1996 and Contract Labour (Regulation Abolition) Act, 1970.

Section-VIIB

General guidance for e-Tendering

Instructions/Guidelines for online submission of the e-quotation have been annexed for assisting the contractors to participate in e-Tendering.

1. Registration of Contractor

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://etender.wb.nic.in> (the web portal of the Public Works department). The contractor is to click on the link for e-tendering site as given on the web portal.

2. Digital Signature Certificate (DSC)

Each contractor is required to obtain a Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount. DSC is given as a USB e-token

3. The contractor can search & download NIT & Tender Documents electronically once he logs on to the website mentioned in Clause - 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

4. Participation in more than one work

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of firm. If found to have applied severally in a single job, all his applications will be rejected for that job.

5. Submission of Tenders.

General process of submission: Tenders are to be submitted through online to the website in two folders at a time for each work, one in Technical Proposal & the other in Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC) The documents are to be uploaded (virus scanned copy) duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

A. Technical proposal

The Technical proposal should contain scanned copies of the following in two covers (folder).

A-1. Statutory Cover file containing

- i.** Bank Draft towards Earnest Money (EMD) as prescribed in the NIQ in favour of the "**Assistant Labour Commissioner, Asansol**", payable at **Asansol** issued from any Nationalized Bank.
- ii.** The rate will be quoted in the Template shown under Financial Bid(Section-IX).

A-2. Non statutory/ Technical Documents : following documents are to be submitted serially

- i. a) Professional Tax Clearance Certificate/ Professional Tax (PT) deposit receipt Challan for the financial year 2015-16, b) PAN Card, c) VAT Registration Certificate (d) Voter card (in case of individual).
- ii. **Company Profile :**
 - a) Registered Deed of partnership Firm/ Article of Association and Memorandum/ Power of Attorney for Partnership Firm or Private Limited Company
 - b) Registration Certificate under Company Act, if any.
 - c) Trade License.
- iii. **Other Credentials :** Requisite Credential Certificate of completion of at least one similar nature of work in any Govt. Department having a magnitude of at least 30 (thirty) percent of the estimated amount of the work put to tender on or after 01.05.2015
Note : - Failure of submission of any of the above mentioned documents will render the tender liable to be rejected for both statutory & non statutory cover.

Click the check boxes beside the necessary documents in the My Document list and then click the tab "Submit Non Statutory Documents" to send the selected documents to Non-Statutory folder. Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents.

- i. Opening of Technical bid : - Technical bids will be opened by the **the Joint Labour Commissioner, Asansol, Mahaprabhu Bhawan, Burnpur Road, Asansol-713304** and his authorized representative electronically from the web site using their Digital Signature Certificate.
- ii. Intending Bidders may remain present if they so desire. While evaluating the bid the Joint Labour Commissioner, Asansol may seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these are not produced within the stipulated time frame, their proposals will be liable for rejection.
- iii. Pursuant to scrutiny and decision of the Joint Labour Commissioner, Asansol the summary list of eligible quotationers will be uploaded in the web portals.
- iv. Cover (folder) statutory documents to open first and if found in order, cover (folder) for non-statutory documents will be opened. If there is any deficiency in the statutory documents will be summarily rejected. Decrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded and handed over to the Joint Labour Commissioner, Asansol.

B. Financial Bid

- i. The financial bid should contain the arte quoted in BOQ template in one cover folder. The rate quoted will be encrypted
- ii. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

Section - VIII

FINANCIAL BID DOCUMENT

Tender Inviting Authority: JOINT LABOUR COMMISSIONER, ASANSOL, DIST - BURDWAN

Name of Work: Housekeeping services for "Shramik Bhawan", KSTP, Asansol-713305 as per Schedule given in Section-II

Contract No: 1/JLC-ASN/2016-17

This Template (BOQ) below must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter to enter the Bidder Name and Values only)

Sl. No.	Description of work	No or Qty	Unit	QUOTED Rate (Rs.)	Rate in figures to be entered by the Bidder (Rs.)	
					Figures	Words
1	Security	4126	Mandays			
2	Housekeeping Staff	607	Mandays			
3	Multitasking	1095	Mandays			
4	Supervisor	365	Mandays			

Section -IX

GENERAL CONDITION OF CONTRACT

1. The purpose of housekeeping is care taking and security guarding of all offices in all floors, guest house, all installations and 'Fire Fighting Equipments' located at all places and the entire area within the premises of "Shramik Bhawan".
2. All the Housekeeping personnel wearing uniforms will remain deployed at "Shramik Bhawan", under the direction of their team supervisor and also through overall guidance of the authorized representative of the Office of the Joint Labour Commissioner, Asansol.
3. **All the personnel deployed for the housekeeping services shall be governed by the Minimum Wages, Act, 1948, Payment of Bonus Act, 1965, provisions of EPFO and ESIC. All statutory recovery & remittance with reporting requirements shall be taken care by the Contractor.**
4. The Agreement in W.B.F.No. - 2911(ii) will incorporate all agreement between the Tender Accepting Authority and the successful Bidder.
1. Bill shall be claimed separately for each month. The contractor shall liable to pay, the monthly wages on or before 07th of succeeding month to his deployed housekeeping personnel in accordance to applicable minimum wages Act.
- 2.
3. Bill for service Tax shall be reimbursed on submission of separate bill along with Service Tax challan and certificate from the chartered Accountant to this effect.
4. All the Cleaning and Multitasking Personnel are required to work all the days except Government holidays and Saturdays - Sundays.
5. Security Personnel shall remain deployed round the clock in shifts according to Schedule in Section-II
6. The contractor shall strictly observe and adhere the following from their deployed housekeeping personnel:
 - Remain always vigilant and caring for safeguarding the office premises and its cleanliness.
 - Are punctual and arrive at least 30 minutes before start of their duty time.
 - Take charges of their duties properly and thoroughly.
 - Perform their duties with honesty and sincerity.
 - Read and understand their post and site instructions and follow the same.

- Extend respect and courtesy to all Officers and Staff of the offices of Shramik Bhawan
 - Shall not consume intoxicated drinks on duty hours, or come drunk and report for duty.
 - Will immediately report to the Authorised Person in the O/O the Joint Labour Commissioner, Asansol any untoward incident/ breach of conduct.
 - Always be courteous to visitors.
 - Shall not smoke / sleep in the office premises.
7. It is the sole responsibility of the deployed housekeeping personnel to execute the assigned work perfectly and neatly. If any damages are caused to assets of “Shramik Bhawan” or any offices while discharging the duty, suitable amount will be deducted from the contractor’s monthly payment.
 8. The contractor shall exercise adequate supervision to reasonably ensure proper performance of housekeeping work in accordance to the schedule of work.
 9. The contractor shall issue identity card/identity documents of the employees who are deployed to execute the work.
 10. All necessary reports and other information shall be supplied immediately by the contractor as and when required by the authorized representative of the Joint Labour Commissioner, Asansol and at regular meeting at his office.
 11. The contractor shall not employ any person of age below 18 years and above the age of 60 years and they should be sound in health in carrying out the duty and should not have infected diseases.
 12. The contractor shall not subcontract the assigned work to any other agencies.
 13. The Office of the Joint Labour Commissioner, Asansol shall notify the contractor of any dishonest, wrongful or negligent acts or omissions of the contractor’s employees or agents in connection with the assigned services as soon as possible after the office becomes aware of them.
 14. If required amendment to the contract shall be effected from time to time in accordance to Government notifications or otherwise.
 15. All the payments to the contractor by the Office shall be made through NEFT/RTGS/DD only with applicable TDS in accordance with the Finance Department, Govt. of West Bengal guidelines from time to time.
 16. Bid Value claimed for providing housekeeping contract shall not be raised at any cost during the contract period for any reason, force majeure etc.

17. **All the cleaning items, consumables as well as the staff uniform, shoes and socks shall be provided by the contractor as per the requirement and the cost of the same shall be reimbursed by the Office on submission of bills / vouchers etc.**
18. In case of any accident caused to the housekeeping personnel during the work period, it is the sole responsibility of the agency to meet any expenditure in this regard.
19. The contractor shall execute the assigned work as per the schedule and if the same have not been executed up to the expected level, warning notice shall be issued in this regard. If the situation continues still, penalty will be imposed at the rate of 1% of the contract value per month.
20. The contract may be terminated by either parties by giving Two months notice in writing.
21. The contract may be terminated by the office of the Joint Labour Commissioner, Asansol by giving notice in writing to the Contractor. If in case of serious negligence or serious breach of any of the terms and conditions of the contract by the contractor, the office of the Joint Labour Commissioner, Asansol is of the opinion that any further continuance of the contract is not in the interest of the "Shramik Bhawan", then the office of the Joint Labour Commissioner, Asansol shall have the right to terminate the contract without assigning any reason thereof, or without giving any notice, and any amount payable by the office of the Joint Labour Commissioner, Asansol as well as the performance security is liable to be forfeited.
22. Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties.
23. Payment will be made w.r.t e-Bantan Module (Allotment of Fund) and e-pradan (e-payment) through electronic media. For this purpose the successful bidder should have to submit a) Bank Account Number, b) IFSC Code of the Bank, c) One(1) cancelled Cheque, d) Photocopy of PAN Card and VAT Registration Certificate. Payment will be made by Asansol Treasury. Paymentable amount will be deposited in respective bank account of the contractor, no cheque will be issued from this office.
24. Jurisdiction of Court: This contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Asansol.

*Joint Labour Commissioner,
Asansol.*

Memo No. 635/1(8) /JLC-ASN/EST-13/2016

Date : 12.07.2016

Copy forwarded for favour of kind information and with the request to kindly cause to display it in the notice board:

1. Labour Commissioner, West Bengal with the request to kindly cause to publish the same in the website :- www.wblc.gov.in.
2. District Magistrate, Burdwan
3. Additional District Magistrate, Asansol
4. Chief Executive Officer, Asansol Durgapur Development Authority
5. Aziz Rasul, Additional Labour Commissioner, West Bengal.
6. C.F.&C.A.O., Labour Commissionerate, West Bengal.
7. Sub-Divisional Magistrate, Asansol
8. District Informatics Officer, National Informatics Centre, Burdwan with the request to cause to publish the same in the District website.

*Joint Labour Commissioner,
Asansol.*

Memo No. 635/2(2) /JLC-ASN/EST-13/2016

Date : 12.07.2016

Copy forwarded for favour of kind information to :

1. District Information and Cultural Officer, Burdwan
2. Sub-Divisional Information and Cultural Officer, Asansol.

*Joint Labour Commissioner,
Asansol.*